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नई दिल्ली, शनिवार, विसम्बर 9, 1972/अग्रहायण 18, 1894

No. 50] NEW DELHI, SATURDAY, DECEMBER 9, 1972/AGRAHAYANA 18, 1894

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) by Central Authorities (other than the Administration of Union Territories)

CABINET SECRETARIAT (Department of Personnel)

New Delhi, 22nd November, 1972

S.O. 4022.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor General of India in relation to the persons working in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Temporary Service) Rules, 1965, namely:—

1. (1) These rules may be called the Central Civil Services (Temporary Service) Third Amendment Rules, 1972.
- (2) They shall be deemed to have come into force on the first day of May, 1965.
2. In the Central Civil Services (Temporary Service) Rules, 1965, in clause (n) of sub-rule (2) of rule 5, the words "by payment of pay plus allowances" shall be omitted.

[No. 4/2/72-Ests(c)]
S. KRISHNAN, Deputy Secy.

कार्मिक विभाग (मंत्रिमण्डल सचिवालय)

नई दिल्ली, दिनांक 22 नवम्बर, 1972

का० आ० 4022.—संविधान के अनुच्छेद 309 के परन्तुक तथा अनुच्छेद 148 के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के लेखा परीक्षा तथा लेखा विभागों में कार्य करने वाले व्यक्तियों के संबंध में भारत के नियंत्रक तथा महालेखा परीक्षक से परामर्श करने के बाद, राष्ट्रपति, केन्द्रीय सिविल सेवाएं (अस्थायी सेवा) नियम, 1965 में और आगे संशोधन करने के लिए एनद्द्वारा निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) ये नियम केन्द्रीय सिविल सेवाएं (अस्थायी सेवा) तृतीय संशोधन नियम, 1972 कहे जा सकेंगे।
- (2) ये पहली मई, 1965 को लागू हुए समझे जाएंगे।
2. केन्द्रीय सिविल सेवाएं (अस्थायी सेवा) नियम, 1965 में, नियम 5 के उप-नियम (2) के खंड (क) में से "वेतन तथा भत्तों का भुगतान करके" शब्द हटा दिए जाएंगे।

[संख्या 4/2/72-स्थापना (ग)]
एस० कृष्णन, उप सचिव

(5511)

ELECTION COMMISSION OF INDIA

New Delhi, the 25th October, 1972

ORDER

S.O. 4023.—Whereas the Election Commission is satisfied that Shri Patibandla Venkateswara Rao, Kudapa Post (Via) Vissannapet, Krishna District (Andhra Pradesh), a contesting candidate for the general election to the Andhra Pradesh Legislative Assembly from 80-Mylavaram constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Patibandla Venkateswara Rao to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP—LA/80/72]

भारत निर्वाचन आयोग

नई दिल्ली-1, तारीख 25 अक्टूबर, 1972

आदेश

क्र०आ० 4023.—यतः, निर्वाचन आयोग का समाधान हो गया है कि आन्ध्र प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए 80—मेलावारम निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री पतिबांडला वेंकटेश्वर राव, कुडापा पोस्ट (वाया) विस्सन्नापेट, जिला कृष्णा (आन्ध्र प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्घीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण प्रयत्न स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः जब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री पतिबांडला वेंकटेश्वरराव को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० आ०प्र०—वि०सं०/80/72]

आदेश से

The 2nd November, 1972

ORDER

S.O. 4024.—Whereas the Election Commission is satisfied that Shri Iyalapaka Ramarao, 19-39-6, Rangireeju Street, Visakhapatnam-I, Andhra Pradesh, a contesting candidate for the general election to the Andhra Pradesh Legislative Assembly from 24-Visakhapatnam-I constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Iyalapaka Ramarao to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/24/72]

दिनांक, 2 नवम्बर, 1972

आदेश

क्र० आ० 4024.—यतः, निर्वाचन आयोग का समाधान हो गया है कि आन्ध्र प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए 24—विशाखापटनम निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री इयालापाका रामाराव, 19-39-6, रंगीरेजू स्ट्रीट, विशाखापटनम-1, आन्ध्र प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्घीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण प्रयत्न स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री इयालापाका रामाराव को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं०आ०प्र०—वि०सं०/24/72]

ORDER

S.O. 4025.—Whereas the Election Commission is satisfied that Shri Majji Appalaswamy Naidu, Juttapureddituni, Narsingi-bille P.O., Via. Elamanchilli (Andhra Pradesh), a contesting candidate for general election to the Andhra Pradesh Legislative Assembly from 30-Gompa constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Majji Appalaswamy Naidu to be disqualified for being chosen as, and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/30/72]

आदेश

क्र० आ० 4025.—यतः, निर्वाचन आयोग का समाधान हो गया है कि आन्ध्र प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए 30—गोम्पा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मज्जी अपालास्वामी नाइडू, जुट्टापूरेड्डीतूनी, झाकधर नरसिगीबिल्ले वाया एलामनचिली (आन्ध्र प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्घीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण प्रयत्न स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री मज्जी अपालास्वामी नाइडू को संसद के किसी भी सदन

के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० प्रा० प्र०-वि० सं०/30/72]

आदेश से,

बी० एन० भारद्वाज, सचिव,

The 10th November, 1972

S.O. 4026.—In pursuance of section 106 of the Representation of the People Act, 1951, the Election Commission hereby publishes the order dated the 22nd September, 1972 of the High Court of Madhya Pradesh, Jabalpur, in Election Petition No. 49 of 1972.

[No. 82/MP/49/72]

By Order,

B. N. BHARDWAJ, Secy.

ELECTION PETITION NO. 49 OF 1972

Charaulal Sahu

V.

Nand Kishore and four others

ORDER

This is an election petition under section 80 and 81 of the Representation of the People Act, 1951.

2. Respondent No. 1 to 5 were elected as representatives of the State of Madhya Pradesh in the Council of States at the last elections. The petitioner who was also a candidate at the said election has by this petition challenged the election of the respondents on various grounds as stated in the petition.

3. Sub-section (1) of section 117 of the Representation of the People Act, 1951 (hereinafter referred to as 'the Act') requires that at the time of presenting an election petition, the petitioner shall deposit in the High Court a sum of Rs. 2,000/- as security for the costs of the petition. The petitioner has not deposited any amount as security so far. He has, however, filed an application under section 151 of the Code of Civil Procedure read with section 117 of the Act praying that the amount of security may be reduced from Rs. 2,000/- to Rs. 250/- or, in the alternative, he may be allowed not to make any deposit whatsoever.

4. From the language of sub-section (1) of section 117 of the Act, it is clear that the petitioner is bound to deposit the amount of Rs. 2,000/- as security and there is no provision in the Act under which the amount may be reduced by this Court. The petitioner urged that the provisions of section 117 are merely directory and not mandatory and, therefore, this Court has discretion to reduce the amount but I find no substance in this contention. As already pointed out above, there is no provision conferring discretion on this Court to reduce the amount of security deposit. Under sub-section (2) of section 117 the High Court has been empowered to call upon the petitioner to give such further security for costs as it may direct. Thus although there is an express provision empowering the High Court to demand further security for costs from the petitioner, there is no similar provision conferring on the High Court the power to absolve the petitioner from making any security deposit or to reduce the amount thereof.

5. The petitioner relied on the decision of the Supreme Court in *Lalaram V. Supreme Court of India and others* has jurisdiction to reduce the security amount. This decision relates to security to be furnished for filing a review petition under the Supreme Court Rules and thus stands on a different footing. An election contest is not an action at law or a suit in equity but is purely a statutory proceeding unknown to the common law and the Court possesses no common law power independent of the statute. The right to stand for election and the right to move for setting aside the election

are not common law rights. These rights are conferred by statute and strict statutory compliance is necessary for enforcing them.—Dr. N. B. Khare. *V. Election Commission of India* (XIII E.L.R. 318) and *K. Kamaraja Nadar V. Kunju Thevar and others* (XIV E.L.R. 27).

6. The petitioner also relied on the decision of the Supreme Court in *K. Kamraj Nadar. V. Kunju Thevar and others* (1959 S.C.R. 583) and *Om Prabha Jain. V. Gian Chand and another* [1959 (Supp. 2) S.C.R. 516] but both these decisions are of no help to him. In *Kamraj Nadar's Case* (Supra) their Lordships held that the words "in favour of the Secretary to the Election Commission" used in section 117 were directory and not mandatory. In this decision their Lordships merely construed certain words in the section, as it then stood, and held that essence of provisions of section 117 was that the receipt should show or it should be proved by evidence led before the Tribunal that the deposit was at the disposal of the Election Commission to be utilised by it. Thus their Lordships laid stress on the substance of the provisions and held certain words pertaining to the form as directory. There is nothing in this decision to suggest that it was not obligatory to make the deposit and that it was open to the Court to dispense with it or to reduce the amount. Similarly there is nothing in *Omprabha Jain's case* (Supra) to show that the deposit under section 117 is not mandatory.

7. The petitioner further relied on the decision of the Supreme Court in *Premchand Gard and another V. Excise Commissioner, U.P. and others* (A.I.R. 1963 S.C. 996). In that case the validity of the rule of security deposit for a petition under article 32 for enforcement of fundamental right was considered and is, therefore, not in point at all. It is not necessary to refer to other decisions relied upon by the petition because they are also not in point.

8. I, therefore, hold that this Court is not competent to reduce the amount of security deposit or to dispense with it. The application filed by the petitioner must, therefore be rejected.

9. The petitioner has not deposited any amount so far under section 117 of the Act. Sub-section (1) of section 86 of the Act clearly lays down that the High Court shall dismiss the election petition which does not comply with the provisions of section 81 or 82 or section 117 of the Act. Since there is no compliance with section 117 in this case this petition is liable to be dismissed.

10. The petition, therefore fails and is hereby dismissed.

S. M. N. RAINA, Judge.

New Delhi, the 23rd November, 1972

S.O. 4027.—In pursuance of Section 106 of the Representation of the People Act, 1951 (43 of 1951) the Election Commission hereby publishes the Order, dated the 24th/25th July, 1972 of the High Court of Gujarat at Ahmedabad in Election Petition No. 2 of 1971.

[No. 82/2/71(GJ).]

By Order,

B. N. BHARDWAJ, Secy.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

ELECTION PETITION NO. 2 OF 1971.

Harisinh Pratapsinh Chavda, Aged about 41 years OCC. Social worker, residing at Lok Niketan, Ratanpur, Palanpur, District Banaskantha.

..... Petitioner.

VERSUS

1. Popatlal Mulshanker Joshi, aged about 55 years, OCC. Advocate & Social worker, Residing at Joshi-no-vas, Near Town Hall, Palanpur, District Banaskantha.

2. Patil Sadashiv Kanoji, Aged 70 years, OCC. Social worker, Residing at Shanti Kutir, (North Entrance) Netaji Subhash Road, Bombay-20.

3. Jivabhai Karimad Maredia, Aged about 44 years, OCC. Social worker, Residing at Badar Gadh, Taluka Palanpur, District Banaskantha.

4. Murad Khan Ajamkhan Chavda, Aged about 37 years, OCC. Journalist and Social worker, Residing at Bhatvada Street, Juna Decsa, District Banaskantha

..... Respondents.

Mr. D. C. Trivedi with Mr. G. C. Mehta of M/s. B. K. & G. for the petitioner.

Mr. A.H.Mehta, with Mr. A.M.Pecrzada, for respondent No.1.
Mr. N. J. Mehta with Mr. G.G.Mehta for respondent No.2.
Rest served.

Coram: B. J. DIVAN J.

24/25-7-1972

ORAL JUDGMENT

The petitioner herein has challenged the election of Respondent No.1, the successful candidate, to the Lok Sabha at the time of the general elections held in March, 1971. The first respondent was declared elected from the Banaskantha Parliamentary constituency (No.13). The petitioner is a voter and his name was entered in the electoral roll of 1970 for the Gujarat State Assembly Constituency which formed part of the Banaskantha parliamentary constituency. The petitioner is a resident of Ratanpur village which is situated a short distance from the town of Palanpur, which is the District Headquarter of Banaskantha District. The election was held on March 4, 1971 and the result of the election was declared on March 10, 1971. The first respondent contested the election as a candidate of Indian National Congress led by Jagjivanram, which is referred to in the body of the petition as Congress (J) and at the time of the evidence before me as Congress (R). The second respondent was the candidate sponsored by the Indian National Congress led by Nijilingappa, referred to in the petition as Congress (N) and the time of evidence before me as Congress (O). The election symbol of Congress (R) was Calf and Cow; Whereas the election symbol of Congress (O) was *Charkha* being plied by a woman. All the four candidates contesting the election have been joined as respondents. The petitioner has prayed, on various grounds set out in the petition, that the election of respondent No.1 to the Lok Sabha from Banaskantha Parliamentary constituency be declared as void and ineffective and that respondent No.2 may be declared as duly election member of Lok Sabha from the Banaskantha Parliamentary constituency. He has also prayed for consequential relief and costs of this petition.

In the petition, two grounds which *inter alia* have been set out in para 3 of the petition as the grounds on which the election of respondent No.1 is challenged are in sub-para (1) and (5). In sub-para (1) of para 3, it has been contended that Respondent No.1 or his agents and other persons with his consent made a gift, offer or promise of gratification to the petitioner with the object, directly or indirectly of inducing the petitioner to vote for respondent No.1 or to refrain from voting for respondent No.2. In sub-para (5) of para 3 of the petition, the corrupt practice that respondent No.1 or his agents and other persons with the consent of respondent No.1 are alleged to have practised was appeal to a religious symbol for furtherance of the prospects of the election of respondent No.1, and for prejudicially affecting the election of respondent No.2. The first respondent in his written statement has taken up various contentions. On the basis of those contentions and looking to the pleadings, issues were drawn up by me and Issues Nos. (IA) to (IC) were tried as preliminary issues.

These issues were:—

“(A) Whether Mansukhlal Jayshanker Dave is a necessary party to these proceedings?

(1B) If Issue No. (IA) is answered in the affirmative, whether the petition is liable to be dismissed for non-joinder of the said Mansukhlal Jayshanker Dave?

(C) Whether the Election Commissioner and/or the Union of India is a necessary party to the present petition? If yes, what are the legal consequences of non-joinder?”

By my judgment, dated August 19, 1971, I held that Mansukhlal Jayshanker Dave was not a necessary party to these proceedings and hence Issue No. (1B) did not arise for consideration. Issue No. (IC) was not pressed at the stage of the hearing of the preliminary issues. Thereafter, a Letters Patent Appeal was filed against my judgment on the prelimi-

nary issue before a Division Bench of this Court under Clause 15 of the Letters Patent and that Letters Patent Appeal was dismissed by the Division Bench on the ground that no such Letters Patent Appeal would lie against my decision on the preliminary issue. Against this decision there was an appeal to the Supreme Court of India and ultimately that appeal was withdrawn from the Supreme Court. After the intimation was received from the Supreme Court about withdrawal of the appeal I have proceeded further with the hearing of the matter on merits. The issues which now survive are Issues No. 4 to 9 so far as the use of the election symbol of cow and calf is concerned and whether that election symbol amounts to a religious symbol; and if it does so amount, whether that symbol was used for furthering the election prospects of respondent No. 1. The other issue which now survives is Issue No. (10), viz;

“Whether respondent No.1 or his agents or other persons with his consent made a gift, offer or promise of gratification to the petitioner with the object directly or indirectly of inducing the petitioner to vote for respondent No.1 or to refrain from voting for respondent No. 2.”

At the hearing before me on the merits, on behalf of the petitioner 10 witnesses have been examined. The evidence that has been led before me is both on the issue of bribery as defined in s.123 (1) of the Representation of the People Act, 1951 (hereinafter referred to as ‘the Act’) and the use of religious symbol as defined in s.123(3), viz. the appeal by a candidate or his agent or by any other person with the consent of a candidate to a religious symbol viz, symbol of calf and cow, for the furtherance of the prospects of the election of respondent No. 1 or prejudicially affecting the election of respondent No. 2.

As regards the question of the use of the religious symbol, the same question was agitated before me in Election Petition No. 1 of 1971. In that case the election of the successful candidate from Ahmedabad Parliamentary Constituency to the Lok Sabha was challenged and evidence which was led before me in Election petition No. 1 of 1971 on the issue of religious symbol was practically the same as the evidence which has been led before me. In addition, the petitioner in the present proceedings has led evidence to show that there is a temple at Shihori in Kankrej Taluka of Banaskantha District, which forms part of Banaskantha parliamentary constituency, where a cow, referred to as “Gau-Mata”, is worshiped and an idol of a cow is installed as the main deity of the temple. The question that I have to answer is not whether there was an appeal to religion, which is a separate corrupt practice altogether, but whether there was an appeal to a religious symbol by the use of the symbol of calf and cow on the election propaganda material and the ballot paper against the name of respondent No. 1. By my judgment, dated the January 10, 1972, delivered in Election Petition No. 1 of 1971, I had held, following the decision of the Supreme Court in *Ramanlal v. Dabhi Ajiitkumar*, A.I.R. 1965 S.C. 669, which was delivered by Mudholkar J., that so far as the Hindus are concerned, there cannot be any religious symbol. Independently of the decision of the Supreme Court in that matter, I had also considered the matter from the point of view of evocation of religious sentiments in the people by looking upon the symbol of calf and cow; and I had come to the conclusion that in the present circumstances in India, a mere pictorial representation of calf and cow is not capable of evoking any religious sentiments. I may mention at this stage that in Election Petition No. 1 of 1971, as well as in the present proceedings, the evidence of Keshavram Kashiram Shastri, a person who is very well learned in Hindu *Shastras*, *Purans* and scripture, has been examined and in the present case his evidence in the earlier case has been brought on the record by the consent of the parties in order to save time. The witness stated before me in the present proceedings that he had read the entire record of his deposition in Election Petition No.1 of 1971 and that he adhered to what he had stated in that deposition. Mr. A. H. Mehta, for Respondent No. 1, stated before me that so far as this witness was concerned, he was adopting the same line of cross-examination as was adopted in this witness in Election Petition No.1 of 1971 and hence the entire evidence of this witness in that case has been brought on record by the consent of the parties so as to save the time of the Court. There is no reason for me to depart from the conclusion to which I arrived in Election Petition No. 1 of 1971, and in the present proceedings also I hold that though there was use of the symbol allotted to the first

respondent, viz, symbol of calf and cow, and though, under the circumstances of the case, appeal was necessarily made to that symbol for furtherance of the prospects of his election, such use did not amount to a corrupt practice contemplated by s.123(3) of the Act, inasmuch as this symbol was not a religious symbol.

That leads me to the sole issue now remaining. Viz, Issue No. 10, regarding the corrupt practice of bribery defined in s.123(1) of the Act and which respondent No. 1 is alleged to have practised at the time of the Lok Sabha Elections of 1971. In the particulars regarding this corrupt practice as set out in para 4 of the petition, it has been alleged that respondent No. 1 or his agents Maulvi Abdulrehman and Bipin Popatlal Joshi, son of Respondent No. 1, both with the consent of respondent No. 1 made a gift, offer or promise of gratification to the petitioner for voting in favour of Respondent No. 1 and to refrain from voting in favour of Respondent No. 2. According to the petitioner, Maulvi Abdulrehman was a member of the All India Congress Committee (R) and at the relevant time the Maulvi actively canvassed and propagated for respondent No. 1 and acted as the agent of respondent No. 1 and appeared at the meetings on the same platform with respondent No. 1 as his supporter. The petitioner alleges that Bipin Popatlal, the eldest son of respondent No. 1 lives with respondent No. 1 and is a member of the Joint Hindu family of respondent No. 1 and his sons. The petitioner further alleges that Bipin was appointed a Counting Agent of respondent No. 1 at the time of counting of votes of Dhanera Division of Banaskantha Parliamentary Constituency at the time of the said election. It is alleged that Bipin Popatlal actively canvassed and propagated for his father at the time of the election and appeared in public meetings along with his father and carried on the election campaign on behalf of his father. Thus it is alleged that the Maulvi and Bipin acted as agents of respondent No. 1 at the relevant time. The petitioner alleges in the petition that at the time he was canvassing for respondent No. 2, the candidate of Congress (O). The petitioner was working as a Manager of Lok-Niketan, an educational institution, at Ratanpur, and was residing on the premises of this institution during the period of the election campaign and even for a long time prior thereto. The petitioner was a leader of the Kshatriya Community of Banaskantha District and was a public worker of Congress (O) of long standing. One Madhusudansinhji was also a leader of the Kshatriya Community of Banaskantha District and he was also a leader and Congress (O) campaigner. The petitioner further alleges that the petitioner and Madhusudansinhji were actively working and canvassing for respondent No. 2 during the election campaign. The petitioner alleges that on or about February 9, 1971, respondent No. 1 and the Maulvi came to see the petitioner at his residence at Lok-Niketan, Ratanpur, at about 11 p.m. Respondent No. 1 and the Maulvi persuaded the petitioner to leave Congress (N) and join Congress (J) and referred illegal gratification at that time to the petitioner if the petitioner were to leave Congress (N) and join Congress (J) and work for respondent No. 1 and refrain from working for respondent No. 2. The offers were:—

- (1) To secure a party ticket for the petitioner for the coming elections of the Gujarat Legislative Assembly, which were to be held in 1972.
- (2) To meet all his expenses for that election and to pay Rs. 10,000/- in Feb. 1971 towards his expenses for that election.
- (3) To construct a hostel for the Kshatriya students of the Banaskantha District.

Respondent No. 1 also wanted from the petitioner that in return for the aforesaid promises, the petitioner should vote and work for respondent No. 1 and persuade the Kshatriya voters in the constituency to vote for and work for respondent No. 1. It is the case of the petitioner as set out in the petition that respondent No. 1 told the petitioner that he would arrange to get a party ticket for Madhusudansinhji also and would meet all his expenses of 1972 election and would also pay a sum of Rs. 10,000/- towards the expenses of the said elections if Madhusudansinhji left Congress (N) and joined Congress (J) and voted and worked for respondent No. 1. Respondent No. 1 asked the petitioner to convey these offers to Madhusudansinhji and to persuade him to vote and work for respondent No. 1.

According to the petitioner's case as set out in the petition, he told respondent No. 1 that he would have to consider the matter and consult his colleagues and would give his reply after some time. Respondent No. 1 then told the petitioner that the Maulvi would see the petitioner in this connection after some time.

According to the petitioner's case as set out in the petition, on February 14, 1971, the petitioner received a phone call from the Maulvi enquiring of him as to whether the petitioner had considered the offer made by respondent No. 1 and whether he had conveyed the offer to Madhusudansinhji. The petitioner replied that he had considered the offer and also conveyed the offer to Madhusudansinhji and that he and Madhusudansinhji were favourably inclined to accept the proposals of respondent No. 1. The Maulvi told the petitioner that he would see the petitioner on that night and asked the petitioner to keep Madhusudansinhji present at the residence of the petitioner i.e. at Lok-Niketan, Ratanpur. It is the petitioner's case as set out in the petition that the Maulvi came to Ratanpur on February 14, 1971, at the petitioner's residence at Lok-Niketan. Madhusudansinhji was also present at that time. The petitioner told the Maulvi that he and Madhusudansinhji were favourably inclined to consider the offer made by respondent No. 1 on February 9, 1971. Thereupon the Maulvi told the petitioner and Madhusudansinhji that they should attend a public meeting, which was scheduled to be addressed by the Prime Minister on February 18, 1971, at Palanpur and they should declare at the said meeting that they had left Congress(N) and had joined Congress(J) and that they would vote for and canvass for Respondent No. 1. The Maulvi told the petitioner that respondent No. 1 would also stick to his offer and would carry it out.

It is the petitioner's further case that on February 17, 1971, when he had gone to Mehsana for his work, by chance he met the Maulvi who was proceeding towards Palanpur from Ahmedabad. The Maulvi stopped his car on seeing the petitioner, approached him and told him that everything was confirmed. It is the further case of the petitioner that the Maulvi went to the residence of the petitioner on the night of February 17/18, at about 11 a.m. From the residence of the petitioner, the Maulvi and the petitioner proceeded to Danta to meet Madhusudansinhji, who was a resident of that place. The Maulvi told Madhusudansinhji that all the offers were agreed to and thereafter the petitioner and the Maulvi returned to Palanpur in the latter's car. Ratanpur is situated on the road leading from Danta to Palanpur and on the way the Maulvi dropped the petitioner at Ratanpur and left for Palanpur. On the same night i.e. on the night of February 17/18, 1971, at about 2 A.M., the Maulvi telephoned and informed the petitioner that he had talked to respondent No. 1, who was at that time in Palanpur and that respondent No. 1 had arranged for the cash to be paid to the petitioner and Madhusudansinhji. The Maulvi told the petitioner that he would see the petitioner early in the morning of 18th. The petitioner then went to Danta for contacting Madhusudansinhji and they both returned to the residence of the petitioner early in the morning of 18th February. It is the petitioner's case that at 8-45 A.M. on 18th February, the Maulvi and Bipin Popatlal, son of respondent No. 1, came to the residence of the petitioner. At that time Bipin Joshi took out from his bag two bundles of Rs. 10,000/- each, both containing notes of Rs. 100/- denomination. Madhusudansinhji told the Maulvi and Bipin that it was not necessary to pay to him anything and that the petitioner should be paid Rs. 10,000/-. Madhusudansinhji asked the Maulvi as to what arrangements were made for the construction of the hostel and the Maulvi assured Madhusudansinhji that the hostel would be constructed. Madhusudansinhji insisted that a writing should be passed in this connection and the Maulvi agreed to give in writing about the hostel construction and asked Bipin Joshi to pay Rs. 10,000/- to the petitioner; and a writing stating that Rs. 10,000/- had been paid for expenses and that the arrangements would be made in connection with the hostel as soon as possible, was passed by the Maulvi.

Thereafter, according to the petitioner's case as set out in the petition, he, his wife Pushpaben and Madhusudansinhji went with the Maulvi and Bipin Joshi in the car of the Maulvi to the place at Palanpur where the Prime Minister was to arrive. Respondent No. 1 took them near the place where the helicopter of the Prime Minister was to

land. This place is referred to on the record of the evidence as helipad. Madhusudansinhji, the petitioner and the petitioner's wife were given passes to go to the rostrum, where the Prime Minister was to address the meeting at Palanpur. The petitioner, his wife and Madhusudansinhji went with the Maulvi to the place of the meeting and sat at the rostrum. This meeting was organised by and at the expenses of respondent No. 1 and he has shown a part of those expenses in his return of election expenses submitted by him under S.77 of the Act. At the meeting the welcome speech was delivered by Akbarbhai Chavda, Convener of the Banaskantha District Congress (J) Election Propaganda Committee. Akbarbhai Chavda announced that the petitioner and Madhusudansinhji had left Congress (N) and had joined Congress (J) and he called upon the petitioner to say a few words at the meeting. The petitioner then went upto the microphone and told the gathering that he and his colleagues could not be purchased and that they would remain loyal to Congress (N). Then he took out the bundle of notes of Rs. 10,000/- and flung the hundred-rupee notes in the air. Thereafter the petitioner, his wife and Madhusudansinhji left the rostrum and the meeting place.

These in short are the allegations set out in the petition regarding the corrupt practice of bribery, which is defined by S.123(1) of the Act.

As to what transpired at the meetings of 9th February, 14th February, 17th February and 18th February, between the petitioner and/or Madhusudansinhji on the one hand and respondent No. 1 and/or the Maulvi and/or Bipin Joshi on the other, the petitioner has examined himself and also the Maulvi as witnesses for the petitioner. He has also examined Madhusudansinhji, to whom also an offer similar to the one made to the petitioner is alleged to have been made. There are some things which stand out glaringly on the record of this case. So far as the petitioner's evidence is concerned. In his cross-examination, it has been elicited that the petitioner considered Congress (R) as a party of opportunists and he wanted to expose them as such. It is, therefore, understandable that if he got an opportunity to expose Congress (R) as party of persons who were opportunists who were out to see that a defection from Congress (O) to Congress (R) was brought about for a consideration, the petitioner should not lose an opportunity for such exposure. His subsequent conduct at the time of the Prime Minister's meeting at Palanpur on February 18, clearly indicates his desire to expose the party to which he did not belong till that date, viz, Congress (R), as a party of opportunists. What happened at the meeting of the Prime Minister on February 18, 1971, is clear and the broad outlines of that incident are not in dispute. The fact that the petitioner, his wife and Madhusudansinhji were given entry passes to the helipad and to the rostrum area at the instance of respondent No. 1 is clearly established on the record of this case and the fact that the entry passes thus came to be issued was not in fact denied by respondent No. 1 in his evidence, though it was denied in the written statement of respondent No. 1.

Chandrakant M. Thakar, Witness No. 1 for the petitioner, has stated in his evidence that in the month of February, 1971, he was working as the District Superintendent of Police, Banaskantha District, Palanpur. The meeting of February, 18, 1971, which was to be addressed by the Prime Minister was organized by Congress (R) at Palanpur. The entry to the area of helipad as well as the rostrum area where the meeting was to be addressed by the Prime Minister was restricted to pass-holders only and the helicopter of the Prime Minister was to land at a distance of about two to three furlongs from the venue of the meeting. The version of this witness that the entry passes to the petitioner, his wife Pushpaben and Madhusudansinhji were issued at the instance of the first respondent, the Maulvi and Bipin Joshi was not challenged in cross-examination. As a matter of fact Ex. A on the record of this case is the list of persons to whom Helipad ground Entry passes were issued by the office of the District Superintendent of Police for use on February 18. At Sr. Nos. 39, 40 and 41 in this list, Ex. A, are the names of the petitioner, petitioner's wife Pushpaben and Madhusudansinhji; and against the names of these three persons it is mentioned that these persons were issued passes at the request of P. M. Joshi, respondent No. 1, Abdulrehman Maulvi and Bipin Joshi on 18th February, 1971 near

helipad; and that the request was oral by the above three leaders of the Congress (R) to the District Superintendent of Police, Banaskantha. Similarly on the record of this case at Ex. B is the list of rostrum area passes and at Sr. Nos. 49, 50 and 51 are again the names of the petitioner, his wife pushpaben and Madhusudansinhji and against the names of these three persons a similar entry as in connection with the entry relating to entry passes to the helipad, is made to the following effects:—

"Passes for sitting on the rostrum were issued on 18-2-71 at the request of P. M. Joshi, Abdul Rehman Maulvi and Bipin Popatlal Joshi, at cross-road, Danta near Helipad. This was at the oral request of the above three leaders of the District Congress Committee, Banaskantha."

In his cross-examination, the District Superintendent of Police has stated that on receipt of a message from the helipad, he rushed to that spot at 9.45 A.M. The message that he had received was from Maulvi Abdul Rehman. When the district Superintendent of Police went there he met Madhusudansinhji, the petitioner, the wife of the petitioner, pushpaben, and Maulvi Abdul Rehman. They were all together. At that time the Maulvi requested the D.S.P. to issue helipad as well as rostrum area passes for these three persons. The D.S.P. was reluctant to issue these passes because his instructions were that a restricted number of persons should be admitted to the helipad and rostrum area but the Maulvi was insistent that the D.S.P. should issue these passes because these three persons were important persons. While the discussions were going on between the D.S.P. and the Maulvi, the first respondent and his son Bipin came to the D.S.P. They also joined the Maulvi and requested the D.S.P. to issue passes for those three persons. Respondent No. 1 and his son came upto the D.S.P. within about 5 or 10 minutes of the Maulvi starting arguing with him on this point. The D.S.P. further stated that the meeting having been organised by Congress (R) workers, the police Authorities had issued passes before 18th February, 1971 on the recommendations of Congress (R) workers and after discussion with respondent No. 1 and his son, the D.S.P. himself issued entry passes both to the helipad and to the rostrum area to Madhusudansinhji, the petitioner and his wife Pushpaben.

In view of this evidence of the D.S.P. regarding the circumstances under which the passes came to be issued both to helipad area and to the rostrum area to the petitioner, his wife and Madhusudansinhji, a short time before the arrival of the helicopter on the helipad; and in view of the fact that this evidence of the D.S.P. gets corroboration from Exs. A and B, it is clear that it was at the instance of respondent No. 1, the Maulvi and Bipin Popatlal Joshi, son of respondent No. 1, that the passes for entry to the helipad and rostrum area came to be issued to the petitioner, his wife and Madhusudansinhji. Respondent No. 1 and his son have tried to show in their respective depositions that Bipin had not played any part in securing passes in favour of the petitioner, his wife and Madhusudansinhji but in view of the endorsements made on Exs. A and B by the D.S.P. himself and in view of the evidence of the D.S.P. it is obvious that their version cannot be accepted and all the three persons, the Maulvi, the first respondent and his son Bipin — all of them talked to the D.S.P. and ultimately got the passes issued in favour of these three persons. The anxiety of the respondent No. 1 and the Maulvi to see that these three persons attended the Prime Minister's meeting and were present at the rostrum can be very easily understood. Till the morning of 18th February, 1971, both Madhusudansinhji and the petitioner were known to be workers of Congress (O) and it would be a feather in the cap of workers of Congress (R) if they were able to persuade these two workers of Congress (O) to change over to Congress (R). Moreover, it is clear from the evidence on the record in this case that nearly 90 per cent of the population of Banaskantha District consists of Hindus and 20 per cent to 25 per cent of the Hindus are Kshatriyas. Both Madhusudansinhji, who belonged to ruling family of Danta State before its merger and the petitioner were Kshatriyas by caste and they had considerable influence amongst the Kshatriyas and it was, therefore, not unreasonable to infer that it was expected by Congress (R) workers that if Madhusudansinhji and the petitioner were to join Congress (R), they would be able to sway a considerable number of voters in favour of Congress (R) candidate.

After the meeting with the D.S.P. and the issuance of the passes, it appears that the petitioner, Madhusudansinhji and the petitioner's wife went to the helipad area and there a group photograph, Ex. Q, was taken. The petitioner's witness Jestaram G. Vyas was the photographer who took this group photograph and he has duly proved the photograph, which, according to him, was taken at the helipad on February 18, 1971, shortly before the arrival of the helicopter of the Prime Minister. Ex. Q. shows the petitioner, his wife and Madhusudansinhji standing together in a group of workers of Banaskantha District Congress Committee of Congress (R) and with the Maulvi and Respondent No. 1; and this shows that the announcement that the petitioner and Madhusudansinhji were now to work for Congress (R) and were prepared to join Congress (R) was greeted with some enthusiasm.

As to what actually happened at the Prime Minister's meeting at Palanpur on February 18, 1971, again the broad cut-lines clearly emerge from the evidence. Harisinh Pratapsinh Chavda, the petitioner himself, has stepped into the witness-box and has deposed as to what happened there. Madhusudansinhji in his evidence has also deposed to this aspect of the case. The Report, Ex. E, made by Head Constable Ganesh to the P.S.I. local Investigation Branch, Palanpur, on February 18, 1971, is also on the record and a hand-bill which came to be issued by the petitioner and has also deposed as to what happened at that time and Bhalchandra Ratilal Modi, a photographer from "Jan-Satta" daily newspaper of Ahmedabad has also been examined and he has also proved the two photographs, Ex. Z-11 showing the action of the petitioner in throwing up the notes of Rs. 100/- each; and one of the photographs also shows one of the workers of Congress (R) Vijay Kothari, picking up those notes from the rostrum area. According to the version of the petitioner himself, after the Prime Minister had reached the rostrum, Madhusudansinhji, the petitioner and the petitioner's wife reached the rostrum. The rostrum was constructed on the top of a pucca structure and the total height of the rostrum above the ground level was about 15 to 20 feet. In order to go to the rostrum, people had to climb a series of steps and according to the petitioner's version when he and his two other companions were climbing the steps in order to go to the rostrum, Akbarbhai Chavda had commenced his speech. The Maulvi was 3 to 4 steps ahead and he turned back towards the petitioner and asked the petitioner to hurry up as, he said, that Akbarbhai Chavda had already announced petitioner's joining Congress (R) and the petitioner would be called upon to speak something after Akbarbhai had finished his speech. Akbarbhai was one of the conveners of the Election propaganda committee of Congress (R) formed at the time of the Lok Sabha Election in 1971. By the time the petitioner reached the rostrum, Akbarbhai had finished his speech and immediately after going to the rostrum, the petitioner sent up to the microphone and began his speech. According to the petitioner, in his speech addressing Indiraji and others, he said that in that atmosphere of election and propaganda, lacs of rupees had been received in Banaskantha and attempts were being made to bribe the voters, but, the petitioners said, the Kshatriyas of Banaskantha, who were well-known for their valour, would never be bought by money. The petitioner also said that attempts were made to buy the petitioner and Madhusudansinhji over to the Congress (R) side but they would never agree to be bought. According to the petitioner, he then threw up the notes of Rs. 100 each aggregating to Rs. 10,000, which amount had been paid to him earlier in the day. According to the petitioner, he finished his speech by shouting:

"Long Live Syndicate" and by the word "Syndicate" he meant "Congress (O)". According to the petitioner, after finishing his speech, he, his wife and Madhusudansinhji left the rostrum. That he addressed the meeting by utilising the microphone and that he threw up the notes of Rs. 100/- each in clearly visible from the one of the photographs in Ex. Z. 11. It was taken on the spot by the Press Photographer from "Jan-Satta" Newspaper, Bhalchandra R. Modi. The report made by Head Constable Ganeshsing Rathod, Ex. E on the record, also mentions the throwing up of the notes by the petitioner. Madhusudansinhji supports the petitioner that he had mentioned in his speech that Madhu-

sudansinhji did not remember the exact words but that was the substance of what the petitioner had spoken. According to Madhusudansinhji, the petitioner concluded his speech by throwing up hundred rupee notes in the air.

Maulvi Abdulrehman Nazirmohmad has started in his deposition that when the proceedings of the meeting commenced, Akbarbhai Chavda spoke for about two minutes and he made an announcement about the petitioner and Madhusudansinhji joining Congress (R) and thereafter he called upon the petitioner to say something at that meeting. The Maulvi did not remember the exact words uttered by the petitioner but the petitioner said something about the talk of his joining Congress (R) and he flung into the air a bundle of notes. The amount of Rs. 10,000 which according to the Maulvi, he had paid to the petitioner and Madhusudansinhji at Lok Niketan consisted of Rs. 100/- notes. There were 100 such notes in that bundle and the notes which the petitioner threw up in the air were hundred rupee notes. The Maulvi could not say how many notes the petitioner had flung up. According to the Maulvi, there were a number of security personnel and Congress (R) volunteers at that meeting and the notes flung up by the petitioner were collected by the security men and by the workers of Congress (R). According to him, none of those notes had come back to the Maulvi.

We are not concerned at the present moment as to what exactly happened to the hundred-rupee notes. There is also a contemporaneous pamphlet or hand bill issued by the petitioner and Madhusudansinhji. That hand-bill is Ex. 2, dated February 18, 1971, issued on the very day immediately after throwing up of hundred rupee notes. In Ex. 2 issued over the signatures of Madhusudansinhji and Harisinh, the petitioner, it has been stated that the workers of the Congress Party under the domination of Indiraji wanted to purchase Madhusudansinhji and Harisinh by means of money and for that purpose the workers had paid notes of Rs. 10,000/- to Madhusudansinhji and the petitioner and other inducements were also offered but the voice of the conscience of the petitioner and Madhusudansinhji declined to allow them to leave Congress (O), the institution which was their mother institution. At the meeting of 18th February, Akbarbhai Chavda had declared that the petitioner and Madhusudansinhji had joined "Indicate" (Congress: R:) and that is why at that very meeting in the presence of the prime Minister in very clear terms the manoeuvring of Congress (R) was to be exposed and the amount of Rs. 10,000/- which had been given to Madhusudansinhji and Harisinh, the petitioner, by way of an inducement, was returned in the public meeting and the loyalty of these two persons, Madhusudansinhji and Harisinh Chavda, as members of Congress (O) was announced and made public at the meeting. These in short are the material portions of the hand-bill Ex. 2 and this also goes to support that on that very day at the meeting which was to be addressed by the Prime Minister, announcement had been made by one of the leading workers of Congress (R) that the petitioner and Madhusudansinhji had joined Congress (R) and at that very meeting the petitioner had denied that he or Madhusudansinhji had joined Congress (R) and thereafter the petitioner threw up the notes of Rs. 100/- each. Under these circumstances it is obvious that not only were Madhusudansinhji the petitioner and the Petitioner's wife treated as very important persons and passed were issued in their favour for being admitted to the helipad but also announcement about their joining Congress (R) was made at the meeting of the Prime Minister. This announcement on the spot was denied by Harisinh and Harisinh threw up the bundle of notes of Rs. 100/- each. According to the version of Madhusudansinhji and the petitioner, the entire amount of Rs. 10,000/- which had been earlier in the day paid at Ratanpur to Harisinh was thrown up in this manner by the petitioner at the meeting; whereas according to the Maulvi, he was not in a position to say whether the entire amount of Rs. 10,000/- was thus thrown up by the petitioner at the meeting.

The main question that I have to consider in the light of these facts which I have so far discussed is to ask the question as to why and for what purpose was the amount of Rs. 10,000/- paid to the petitioner. Was it paid to the petitioner, as the petitioner and Madhusudansinhji say, or was it apud to the petitioner and Madhusudansinhji jointly, as the Maulvi says. One fact clearly emerges from the evidence of the Maulvi and it is this; that the amount of Rs. 10,000/- had come from Congress (R) party office. In February 1971, the Maulvi was a member of the Gujarat Parliamentary Board of Congress (R) Party and was one of the leading workers of that Party. He had specially gone to Ratanpur, on his own admission, on 2 to 3 occasions and even on the morning of 18th February, 1971, according to Maulvi's version, he himself had gone to Ratanpur at Lok-Niketan Campus and handed over the amount of Rs. 10,000/- to the petitioner and Madhusudansinhji, as he says. In view of this evidence of the Maulvi, it is clear that the version put forward by the conveners of the Election propaganda Committee of Congress (R) in the Pamphlet, Ex. B to the petition a copy of which pamphlet has been duly proved in the course of the evidence in this case, was wrong, these conveners in the pamphlet issued on February 20, 1971, stated that they firmly believed that this amount of Rs. 10,000/- must have come from the second respondent, who was the candidate sponsored by Congress (O) and they alleged in that pamphlet, Ex. B to the petition, that S. K. Patil, the second respondent, who was accustomed to adopt various methods and manoeuvres for the purpose of election propaganda, had adopted this mean measure to demcan Congress (R). It was set out in this pamphlet issued on February 20, 1971, by the conveners of Election propaganda Committee of Congress (R) that they were attributing the entire incident of throwing up of the notes as the election propaganda stunt on the part of respondent No. 2. The evidence before me goes to show that it was clearly wrong and as a matter of fact, the Maulvi did pay the money, even on his own showing, to Harisinh, the petitioner and Madhusudansinhji as a part of an arrangement by which those two persons were persuaded to join Congress (R).

It is therefore, clear that without ascertaining from the persons of their own Party Viz., Congress (R), to find out what the correct facts were and without bothering to know who paid the money to whom, the very fact that the amount of Rs. 10,000/- was flung up at the Prime Minister's meeting was sought to be taken advantage of by the Congress (R) party by referring to this incident as a cheap election stunt on the part of Congress (O).

The question that I have now to ask myself is as to what was the arrangement in pursuance of which the amount of Rs. 10,000/- came to be paid to Harisinh, as Harisinh and Madhusudansinhji said, or to Harisinh and Madhusudansinhji jointly, as the Maulvi said. It is common ground that this amount of Rs. 10,000/- came to be paid on the morning of 18th February, 1971. As to who was the actual person who paid the amount, there is a difference of versions between Madhusudansinhji and the petitioner on the one hand and the Maulvi on the other. I will examine that part of the evidence later on but the money was in fact paid on the morning of February 18, 1971. Thereafter, Madhusudansinhji, the petitioner and the petitioner's wife were treated as very important persons, helipad passes and rostrum area passes were issued in favour of these three persons at the instance of respondent No. 1, his son Bipin and Maulvi and they were taken to the rostrum by the workers of Congress (R); and an announcement was made at the meeting of the Prime Minister by Akbarbhai Chavda that the petitioner and Madhusudansinhji had joined Congress (R) and the petitioner was called upon to address the meeting.

In this evidence, the petitioner has referred to the different meeting which took place in the course of the negotiations between the two sides. According to the petitioner, the first meeting took place on 9th February, 1971 at 11 P.M. at Ratanpur and at that meeting, respondent No. 1 and the Maulvi were present. The second meeting took place on 14th February, 1971, again at Ratanpur and on this occasion the Maulvi had come there. It is common ground that at the meeting held on the night of 14/15th February, at about 11.30 or 12 mid-night, the Maulvi, Madhusudansinhji and the petitioner were present at Lok-Niketan campus and they met and discussed some details. Again on February 17, 1971, according to the petitioner, there was a chance meet-

ing between him and the Maulvi near Dudh-Sagar Dairy at Mehsana in the afternoon and about 11 P.M. the Maulvi went to the petitioner's house at Ratanpur and thereafter the petitioner and the Maulvi went to Danta and contacted Madhusudansinhji at Danta. The petitioner and the Maulvi returned from Danta and on the way the petitioner was dropped by the Maulvi at Ratanpur and the Maulvi himself proceeded to Palanpur. Early on the morning of February 18, at about 2 A.M. the petitioner received a telephone call from the Maulvi and Maulvi asked the petitioner to keep Madhusudansinhji present at Ratanpur on the morning of 18th February as arrangement had been made for the money and the money was going to be paid on the morning of 18th February. Thereafter, according to the petitioner he went to Danta and informed Madhusudansinhji and thereafter the petitioner Madhusudansinhji both came to Lok Niketan at Ratanpur. It is the version of the petitioner and Madhusudansinhji that on February 18, 1971, at about 8.30 or 8.45 A.M., the Maulvi and Bipinbhai, son of respondent No. 1, came to the petitioner's house at Ratanpur i.e. at Lok-Niketan Campus and Bipinbhai took out two bundles of notes, each bundle containing Rs. 10,000/-. There were 100/- notes of Rs. 100/- each and Bipin tried to give the bundles to the petitioner and Madhusudansinhji and thereafter, it is the version of Madhusudansinhji and the petitioner, that Madhusudansinhji the petitioner, the petitioner's wife, the Maulvi and Bipin returned in one car to Palanpur and on the way to Palanpur near the helipad their car was stopped by the police constables. These are different meetings which the petitioner has mentioned in the petition and has also referred to in his evidence. About these different meetings and timings, which he has given, there is not much difference between what he has mentioned in his petition and what he has stated in his deposition in this court. Again as to who were the persons present at each of these meetings, there is not much difference between the petitioner's version in Court and his case as set out in the petition. However, as to the exact talk which took place between the petitioner and respondent No. 1, there is a departure from his version as set out on the petition and the version as set out in his deposition in Court. According to the version as set out in sub-para (E) of para 4 of the petition, on or about February 9, 1971, respondent No. 1 and the Maulvi came to see the petitioner at his residence at Lok Niketan, Ratanpur, at about 11 P.M. Respondent No. 1 and Maulvi persuaded the petitioner to leave Congress (N) and join Congress (J). Respondent No. 1 also made the following offers or promises of gratification at the time to the petitioner, if he left Congress (N) and joined Congress (J) and voted and worked for respondent No. 1 and refrained from voting and working for respondent No. 2:—

- (1) To secure a party ticket for the petitioner for the coming election to the Gujarat Legislative Assembly in 1972.
- (2) To meet all his expenses for that election and to pay him Rs. 10,000/- in cash towards the said expenses.
- (3) To construct the hostel for Kshatriya students of the Banaskantha District.

Respondent No. 1 also wanted him that in return for the aforesaid promises, the petitioner should vote and work for respondent No. 1 and to persuade the Kshatriya voters in the constituency to vote and work for respondent No. 1. According to the examination-in-chief of the petitioner, the first respondent told him on 9th February 1971, that instead of working for the second respondent, the petitioner should work for the first respondent himself and the first respondent promised that he would get a Congress (R) ticket for the petitioner at the time of the election to the State Assembly, which were going to be held in 1972. The first respondent also told the petitioner that to reimburse the petitioner for the election expenses that the petitioner might have to incur in connection with the assembly election, he would pay to the petitioner a sum of Rs. 10,000/- in 1971. The first respondent also promised that he would get a hostel constructed for the benefit of the Children of Kshatriyas of Banaskantha District. The first respondent told the petitioner that he would do these three things for the petitioner, namely, the ticket, Rs. 10,000/- and the hostel, if the petitioner agreed to support respondent No. 1 himself. The first respondent further told the petitioner that he would do these three things for the petitioner if the petitioner persuaded a large number of Kshatriyas in Banaskantha District to vote for respondent No. 1. The first respondent also told the petitioner that if

Madhusudansinhji of Danta were to agree to work for respondent No. 1, the same three things which were being promised to the petitioner by respondent No. 1, would also be promised to Madhusudansinhji. According to the petitioner, the first respondent had told the petitioner that not only the petitioner should vote for him but the petitioner should also persuade other Kshatriyas to vote for the first respondent. When one compares the two versions, the first version as set out in the petition and the second version as a set out in the deposition of the petitioner's examination-in-chief, it is obvious that according to the first version as set out in the petition, respondent No. 1, and the Maulvi, both persuaded the petitioner to leave Congress (N) and join Congress (I) and that the first respondent tried to persuade the petitioner to give up working for respondent No. 2 and start working for respondent No. 1 himself. Thus the emphasis of the entire version is sought to be changed by the petitioner. Instead of leaving Congress (O) and joining Congress (R) and then working and voting for respondent No. 1, the only purpose of the offer made by respondent No. 1, according to the deposition of the petitioner, was to persuade the petitioner and Madhusudansinhji to give up working for respondent No. 2, and start working for respondent No. 1. Apart from the contemporaneous document, Ex. No. 2, the Hand-bill, issued over the signature of the petitioner and Madhusudansinhji on the very day of the Prime Minister's meeting, viz., February 18, 1971, we have also got the version of Madhusudansinhji himself as to what the petitioner told him 2 or 3 days after 9th February 1971, when the petitioner met Madhusudansinhji at Palanpur. It is the version of Madhusudansinhji that he had met the petitioner at Palanpur 2 or 3 days before 14th February, 1971. At the time when they met at Palanpur, according to Madhusudansinhji's version, the petitioner told him that the Maulvi and respondent No. 1 were insisting that the petitioner and Madhusudansinhji should join Congress (R) and that the petitioner wanted to know what Madhusudansinhji thought about this proposal. Thus, even according to the version which the petitioner gave to Madhusudansinhji, two or three days after 9th February, he had told Madhusudansinhji that efforts were being made to persuade the petitioner by respondent No. 1 to leave Congress (O) and join Congress (R). Thus the entire proposal, according to the version given out by the petitioner to Madhusudansinhji, was to bring about a defection of these two persons, Madhusudansinhji and the petitioner, from Congress (O) to Congress (R). This is the significant feature which one has to bear in mind when one considers as to why the offer was made consisting of three-fold things so far as respondent No. 1 is concerned. Was it made to bring about a defection of these two important workers or was it made to buy over the votes for these two persons and other Kshatriya voters away from respondent No. 2 and in favour of respondent No. 1. It is obvious that if my conclusion is that the three-fold offer was made with a view to buy over the votes of Madhusudansinhji and the petitioner and also to use these two persons to persuade Kshatriya voters to cast their votes in favour of respondent No. 1, it would be a corrupt practice defined in s. 123(1) of the Act. If, however, I come to the conclusion that the offer was made with a view to bring about a defection of these two persons from Congress (O) to Congress (R), though such defections brought about for such inducements may be reprehensible from the moral point of view, it would not amount to a corrupt practice of briber within the meaning of s. 123(1) of the Act.

It is obvious that throughout the version which Madhusudansinhji has given in his deposition, the offer made to the petitioner in the first instance on or about 9th February 1971, was to induce the petitioner and Madhusudansinhji to leave Congress (O) and join Congress (R) i.e. it was pure and simple an attempt at bringing about a defection from one political party to another. The version also set out originally in the petition was that the first respondent and the Maulvi persuaded the petitioner to leave Congress (N) and to join Congress (I); but that version has been given a go by so far as the petitioner is concerned. In his deposition the petitioner has stated that he was keen to expose Congress (R) as the party or group of opportunists and in his zeal and enthusiasm to bring about such exposure he has tried to change the version slightly in order to show that the offer that was made in the first instance on 9th February, 1971 at Ratanpur was for the purpose of buying over votes rather than to bring about defections but as appears from the contemporaneous version of the meeting of 9th February given by the petitioner to Madhusudansinhji and as appears from the contents of the documents Ex. No. 2, the hand-bill issued over the signatures

of the petitioner and Madhusudansinhji on November 18, 1971, it is obvious that what was sought to be done was to bring about a defection rather than to buy votes, if one may put it so. The version about the subsequent meetings of 14th February and 17th February near Dudh-Sagar Dairy, Mehsana, 17th February, first at Ratanpur and then at Danta and the meeting in the early hours of 18th February, at or about 8 A.M.—all took place between the Maulvi on the one hand and the petitioner and Madhusudansinhji on the other or between the petitioner and the Maulvi; and except at the meeting of 18th February, 1971, there is no difference between the Maulvi's version and the petitioner's version as to who were the persons present. Respondent No. 1 was not present at any of these meetings on 14th, 17th and 18th February, 1971. There is a difference between the Maulvi's version and the version of Madhusudansinhji as to who were present on 18th at about 8.30 A.M. or 8.45 A.M. when the amount of Rs. 10,000/- was handed over. According to the Maulvi he alone had gone there and according to Madhusudansinhji and the petitioner, both Maulvi and Bipin had come to Ratanpur and handed over the amount of Rs. 10,000. Under these circumstances, I would prefer to be guided by the evidence of Madhusudansinhji, who is more disinterested as compared to the petitioner or the Maulvi and who does not seem to have been guided by an overenthusiasm and zeal to expose Congress (R) as party of opportunists.

There is a difference between the versions put forward by the petitioner and Madhusudansinhji as to who exactly suggested the construction of a hostel for Kshatriyas children of Banaskantha District. According to the petitioner's version at the first meeting which took place at 11 P.M. on 9th February, 1971, it was respondent No. 1 who offered to construct a hostel for children of Kshatriyas of Banaskantha District, where as it is in the evidence of Madhusudansinhji that at the meeting of 14 February 1971, at Ratanpur, between the petitioner, Madhusudansinhji and Maulvi, the suggestion for construction of the hostel building came from the Madhusudansinhji himself. The version of Madhusudansinhji is that the Maulvi told him on this occasion that at the time of the State Assembly Election in 1972, the Maulvi would give Madhusudansinhji a Congress (R) ticket. Similarly a ticket would be given to the petitioner and the Maulvi told Madhusudansinhji that in 1971 they would pay Madhusudansinhji and the petitioner a token amount for expenses to enable them to fight the State Assembly Elections in 1972. At that time Madhusudansinhji put forward a suggestion that some amount should be paid for construction a hostel for children of Kshatriyas of Banaskantha District. Madhusudansinhji was interested in seeing that the Kshatriya benefited in some manner and that is why he put forward this suggestion about the hostel. The Maulvi accepted this suggestion of Madhusudansinhji regarding the hostel. Thus the suggestion for getting a hostel constructed for Kshatriya children emanated from Madhusudansinhji himself and not from the Maulvi or respondent No. 1. Again between the two versions, viz., that of the petitioner and Madhusudansinhji, I would prefer to rely upon the evidence of Madhusudansinhji, who is more disinterested and who has come and given evidence in this Court against Congress (R) party though he belongs to that party at present.

The most important part of Madhusudansinhji's evidence is as follows:—

"The Maulvi stated that Congress (R) would pay Rs. 10,000/- to the petitioner and Rs. 10,000/- to me as token amount for expenses for State Assembly Elections of 1972. I declined to accept such token amount or any other money in this connection. The Maulvi said that the amount of Rs. 10,000/- would be paid as soon as possible and before the visit of the Prime Minister to Palanpur."

Thus the whole arrangement of three-fold promise, viz., the promise for getting the ticket for State Legislative Assembly Elections scheduled in 1972, payment of Rs. 10,000, and construction of hostel for Kshatriyas children, was not made to the petitioner and Madhusudansinhji to vote and work for respondent No. 1 himself but it was made to persuade the petitioner and Madhusudansinhji to defect from Congress (O) to Congress (R) and thus strengthen the hands of Congress (R) in the elections which were then in the offing. The money also, according to the version of Madhusudansinhji from what he learnt from the Maulvi, was to come from Congress (R) rather than from the pocket of respondent No. 1. The

ings of 17th February do not throw much further light on the proposals which were being negotiated except that each side wanted to get confirmation from the other that they would stick by their respective bargains.

Regarding what happened at Ratanpur on the morning of 18th February, again the version of Madhusudansinhji is that in pursuance of the message brought to him at about 4 A.M. by the petitioner, he went to Ratanpur. Madhusudansinhji left Danta at about 6.30 A.M. and contacted the petitioner at the Lok Niketan Campus at Ratanpur. After reaching Lok-Niketan and sometime between 8.30 A.M. and 9.30 A.M. the Maulvi and Bipin came to Lok Niketan Campus. The petitioner, Madhusudansinhji, the Maulvi and Bipinbhai—they all went to one of the rooms in Lok Niketan Campus and at that place the Maulvi informed the petitioner and Madhusudansinhji that the money has been brought. Bipin then took out the money and paid the money to the petitioner. Bipin also offered to pay the money to Madhusudansinhji but Madhusudansinhji declined to accept any money. According to Madhusudansinhji's version, the Maulvi said that the construction of the hostel would require a large amount and because of the expenses that were required to be incurred in connection with the Lok Sabha elections, it was not then possible to pay the money for the hostel and the Maulvi said that arrangements for the money for constructing the hostel would be made after the elections. Madhusudansinhji then told the Maulvi that Madhusudansinhji did not believe in more promises and that it would be better if the Maulvi were to put down in writing what he was stating about the hostel. Thereafter the Maulvi gave in writing about what he had stated regarding the hostel; and Ex. T on the record of this case is the writing given by the Maulvi. Curiously enough Ex. T is not signed by Bipin though he was present at that time and it was signed by the Maulvi himself. It is addressed jointly to the petitioner and Madhusudansinhji and is in these terms:—

"Rs. 10,000 - (Rupees Ten Thousand) have been paid to you for expenses and we will make arrangements regarding the hostel as soon as possible at an early date."

Thus, in writing, Ex. T, written out by the Maulvi on 18th February, the amount of Rs. 10,000/- is shown as having been paid for expenses and secondly there was a promise to make arrangements for the hostel at an early date and as soon as possible. There is no reference in Ex. T as to the *quid pro quo* on the other side which Madhusudansinhji and the petitioner were to offer in consideration of receiving this amount. The entire version of Madhusudansinhji is, and that is what was announced at the meeting, and what the contents of Es. 2 go to show, that this offer was made to bring about a defection from one party to another rather than to buy votes and, therefore, though I accept the evidence of Madhusudansinhji as that of the truthful witness, he having made no attempt to exaggerate and having made no attempt to depart from the previous version, it cannot be said that the money was paid for any purpose other than to persuade Madhusudansinhji and the petitioner to defect from Congress (O) to Congress (R).

It was contended on behalf of the petitioner and respondent No. 2, the candidate of Congress (O), that in the light of the circumstances then prevailing, this payment of the money and the offer to get the hostel constructed and to secure Congress (R) ticket for Madhusudansinhji and the petitioner at the election of 1972, amounted to bribery within the meaning of s. 123(1) of the Act. It was contended in this connection that the defection from Congress (O) to Congress (R) of two leading workers of Congress (O) party, namely, Madhusudansinhji and the petitioner, was sought to be brought about a more fortnight before the date of the election, viz., March 4, 1971. Secondly in Banaskantha District, Kshatriya vote was important as 20 per cent of 25 per cent of the Hindu population of the District consisted of Kshatriyas; and thirdly, shifting of allegiance of these two Kshatriyas leaders from Congress (O) to Congress (R) would induce Kshatriya voters of this constituency to cast their votes for Congress (R) candidate, viz., Respondent No. 1. It was, therefore, contended in the light of these facts that it was an offer and the promise was made by the Maulvi and Bipin with the consent of respondent No. 1 with the object of indirectly inducing the Kshatriya voters to cast their votes for respondent No. 1. I am unable to accept this contention. The fact that a person who has defected from another party to Congress (R) would be expected to work for that party and would be expected to use his personal influence in support of the candidature of the candidate put up by that party, does not mean that the object of bringing about the defection was to in-

directly include the Kshatriya voters to cast their votes for respondent No. 1. The inducement was not to any Kshatriya voters. The inducement was held out to Madhusudansinhji and the petitioner to defect from Congress (O) to Congress (R) and the indirect result which was then anticipated or was expected to follow was that with the defection of these two stalwarts of the Kshatriya Community of Banaskantha District, a large number of votes of Kshatriyas would be cast for Congress (R) candidate. It cannot be said to be indirectly inducing the Kshatriya voters of Banaskantha District to cast their votes. What is to be looked at is the object with which the offer is made. The object was to induce Madhusudansinhji and the petitioner to shift over or change from Congress (O) to Congress (R). The object was not to induce any voters to cast their votes from Congress (R) candidate or to refrain from casting their votes for Congress (O) candidate. Under these circumstances, the object of the gift or the offer of the promise being to bring about the defection and not to induce directly or indirectly any voters to cast their votes for Congress (R) candidate or to refrain from casting their votes for respondent No. 2, this contention on behalf of respondent No. 2, must fail; and is, therefore, rejected.

Though bringing about a political defection in this manner may be morally reprehensible, and in the present context, may deserve condemnation, it cannot be said to amount to the election offence of bribery mentioned in s. 123(1) of the Act. The attitude of "holier than thou" was taken up the leaders and supporters of Congress (R) in Banaskantha District. I am not expressing any opinion on that aspect of the case but the whole attempt was to try to malign—Congress (O) candidate, was nothing else but a political manoeuvre. I am convinced on the materials brought before me and in the light of the evidence of Madhusudansinhji that the money was paid by the Congress (R) party workers to the petitioner. I am also convinced that it was the hand of Bipin Popatlal Joshi, son of respondent No. 1, who handed over that amount to the petitioner. I am also satisfied that the money was paid to bring about a defection though it was described as "Money for expenses". It was with a view to induce Madhusudansinhji and the petitioner to defect from Congress (O) to Congress (R). But as the law stands today, payment of such money and holding out such inducement does not amount any offence under the Election Law and it is with regret that I have to decide this case in favour of respondent No. 1. The less paid the better about the tactics adopted by respondent No. 1 at this election. But I am concerned with the Law as set out in s. 123(1) of the Act and in view of the conclusion which I have reached, namely, that the three-fold proposal—the promise for the ticket at the State Legislative Assembly Elections scheduled in 1972, payment of a sum of Rs. 10,000/-, and the construction of hostel, consisting partly of actual payment and partly of actual payment and partly of promise—was all made with a view to bring about defection of Madhusudansinhji and the petitioner from Congress (O) to Congress (R) and not with a view to induce either of these two persons to refrain from casting their votes for respondent No. 2 and to cast their votes in favour of respondent No. 1, this issue must be decided in favour of respondent No. 1 and against the petitioner.

Before concluding my judgment, I propose to deal with briefly other evidence adduced in this case.

The evidence of Dhudalal Gagaldas Divan was led for the purpose of showing that Bipin, son of respondent No. 1 was paying money on behalf of respondent No. 1 in the course of election campaign of respondent No. 1 but in view of the conclusions that I have reached regarding the object for which the money was paid and in view of the evidence of Madhusudansinhji, the evidence of Dhudalal is insignificant and it is not necessary for me to deal with this evidence any further.

The evidence of other witnesses examined on the issue of religious symbol has already been dealt with by me and ultimately the conclusion is as I have mentioned above.

I am relying principally on the evidence of Madhusudansinhji as his evidence has struck me as that of a disinterested witness. He gave his evidence in a clear-cut manner without any attempt at exaggerating or changing his version and he gave that version even though it might possibly harm a candidate who was sponsored by Congress (R). The party to which Madhusudansinhji now belongs.

In view of these conclusions, I now answer the issues as follows:—

- Issue No. 4.—In the negative.
Issue No. 5.—Does not arise.
Issue No. 6.—In the affirmative.
Issue No. 7.—Does not arise.
Issue No. 8.—Does not arise.
Issue No. 9.—Does not arise.
Issue No. 10.—In the negative.

The result, therefore, is that this Election petition fails and is dismissed. In view of the fact that I have disbelieved the first respondent and his witness on the crucial point and in view of the first respondent lost on the preliminary issue, I direct that each party will bear its own costs of this petition.

MINISTRY OF HOME AFFAIRS

New Delhi, the 10th November, 1972

S.O. 4028.—In exercise of the powers conferred by section 19 of the Unlawful Activities (Prevention) Act, 1967 (37 of 1967), the Central Government hereby directs that all the powers which may be exercised by it under sections 7 and 8 of the said Act shall be exercised also by the Government of the State of Nagaland in so far as they relate to the matters connected with the Naga National Council and the other organisations which have been declared to be unlawful associations under sub-section (1) of section 3 of the said Act by the notification of the Government of India in the Ministry of Home Affairs No. S.O. 569 (F), dated the 1st September, 1972.

[No. 1/26/72-Poll (K)]

T. C. A SRINIVASAVARADAN, Joint Secy.

The 10th October, 1972

गृह मन्त्रालय

नई दिल्ली, 10 नवम्बर, 1972

का० प्रा० 4028.—विधि-विरुद्ध क्रिया-कलाप (निवारण) अधिनियम, 1967 (1967 का 37) की धारा 19 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा यह निर्देश देती है कि उक्त अधिनियम की धारा 7 और 8 के अधीन जो भी शक्तियाँ इसके द्वारा प्रयुक्त की जा सकती हैं, वे सभी शक्तियाँ, उस सीमा तक, जहाँ तक कि वे नागा राष्ट्रीय परिषद् और अन्य उन संगठनों से सम्बन्धित हैं जो गृह मन्त्रालय के एम० प्रो० संख्या 569 (ई०), दिनांक 1 सितम्बर, 1972 में भारत सरकार की अधिसूचना द्वारा उक्त अधिनियम की धारा 3 की उपधारा (i) के अधीन विधि-विरुद्ध संगठन घोषित किए गए हैं, नागा क्षेत्र राज्य की सरकार द्वारा भी प्रयोज्य होगी।

[संख्या 1/26/72-पोल(के०)]

टी० सी० ए० श्रीनिवासवरदान, संयुक्त सचिव।

MINISTRY OF FINANCE

(Department of Revenue & Insurance)

New Delhi, the 26th August, 1972

INCOME-TAX

S.O. 4029.—In exercise of the powers conferred by sub-section (2) (b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Sri Adhi Jagannatha Perumal Temple, Tiruppullani, Ramanathapuram Distt., to be of historic, archeological importance and to be a place of public worship of renown throughout the State of Tamil Nadu for the purposes of the said section.

[No. 164 F. No. 176/59/72-IT(AI)]

वित्त मन्त्रालय

(राजस्व और बीमा विभाग)

नई दिल्ली, 26 अगस्त, 1972

आयकर

का० प्रा० 4029.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80G की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री अधी जगन्नाथ पेरुमल मन्दिर, तिरुपुल्लानी, जिला रामनाथपुरम को उक्त धारा के प्रयोजनों के लिए, सारे तामिस नाडु राज्य में ऐतिहासिक पुरातत्वीय महत्व का और स्थापित-प्राप्त लोक-पूजा का स्थान एतद्वारा अधिसूचित करती है।

[सं० 164 फा० सं० 176/59/72-आई०टी०(ए० आई०)]

The 7th September, 1972

S.O. 4030.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Dargah Hazrath Syed Mardan-e-Gaib, Sunni, Shiva-samudram to be a place of public worship throughout the Mysore State for the purpose of the said section.

[No.176F.No.176/44/71-IT(AI)]

नई दिल्ली, 7 सितम्बर, 1972

का० प्रा० 4030.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 G की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, दरगाह हजरत सैयद मर्दान-ए-गैब, सुन्नी, शिवसमुद्रम को उक्त धारा के प्रयोजनार्थ सारे मैसूर राज्य में लोक पूजा के स्थान के रूप में एतद्वारा अधिसूचित करती है।

[सं० 176 फा० सं० 176/44/72-आई०टी०(ए० आई०)]

The 10th October, 1972

S. O. 4031.—In exercise of the powers conferred by sub-clause (2) (b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Shri Anandavalli Sametha Sundaravarada Perumal Temple, Uttiramerur, Chingleput District to be a place of public worship of renown throughout the State of Tamilnadu for the purposes of the said section.

[No.F.No.176/66/72-IT(AI)]

दिनांक 10 अक्टूबर, 1972

का० प्रा० 4031.—आयकर अधिनियम 1961 (1961 का 43) की धारा 80 G की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, श्री आनन्द बल्ली समेठा सुन्दरावरदा पेरुमल टेम्पल, उत्तिरामेरुर, चिंगलेपुट जिला को उक्त धारा के प्रयोजनों के लिए सम्पूर्ण तमिलनाडु राज्य में प्रसिद्ध लोक पूजा के स्थान के रूप में एतद्वारा अधिसूचित करती है।

[सं० 202 फा० सं० 176/66/72-आई०टी०(ए० आई०)]

The 18th October, 1972

S.O. 4032.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies sheth Pestonji Kalabhai Vakil Kadmi Atash Behram (Fire Temple), Surat to be a place of public worship of renown throughout the State of Gujarat for the purpose of the said section.

[No. 207 F. No.176/35/71-IT(AI)]

B. MADHAVAN, Under Secy.

दिनांक, 18 अक्टूबर, 1972

का० प्रा० 4032.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 G की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, शेट पेस्तोजी कालाभाई

बकीस कादमी आताश बेहराम (फायर टेम्पल) सूरत को उक्त धारा के प्रबोजन के लिए सम्पूर्ण गुजरात राज्य के लिए प्रसिद्ध लोक पूजा के स्थान के रूप में एतद्वारा अधिसूचित करती है।

[सं० 207 फ० सं० 176/35/71-आई०टी०(ए०आई०)]

बी० माधवन, अवर सचिव

New Delhi, the 4th November, 1972

CORRIGENDUM

S.O. 4033.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following correction in the Notification of the Government of India, Ministry of Finance (Department of Revenue & Insurance) No. 199 (F.No. 404/74/72-ITCC) dated 10-10-72.

The names at Sl. Nos. 10, 14 & 15 shall be read as under:

Sl. No. 10—Biman Bhattacharya.

Sl. No. 14—Sunil Ranjan Mitra.

Sl. No. 15—Satyendra Nath Roy.

[No. 215 (F. No. 404/74/72-ITCC)]

A. K. NASTA, Under Secy.

शुद्धिपत्र

नई दिल्ली, 4 नवम्बर, 1972

का०आ० 4033.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० 199 (फा० सं० 404/74/72-आई०टी०सी०) तारीख 10-10-72 में, एतद्वारा, निम्नलिखित शुद्धि करती है।

क्रम सं० 10, 14 और 15 के नामों निम्नलिखित रूप में पढ़ा जाएगा:—

क्रम सं० 10	बिमान भट्टाचार्य
क्रम सं० 14	सुनील रंजन मित्रा
क्रम सं० 15	सत्येन्द्र नाथ राय

[सं० 215(फा० सं० 404/74/72-आई०टी०सी०सी०)]

ए० के० नास्ता, अवर सचिव

New Delhi, the 9th December, 1972

CUSTOMS

S.O. 4034.—In exercise of the powers conferred by clause (a) of section 7 of the Customs Act, 1962 (52 of 1962), and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. 101/70-Customs, dated the 28th November, 1970, the Central Government hereby appoints the airport at Tiruchirapalli as customs airport for the unloading of goods of Ceylonese origin and baggage imported from Ceylon and the loading of goods of Indian origin (except mineral diamonds, precious stones and semi-precious stones) and baggage for export to Ceylon.

[No. 129/72-Customs/F. No. 4/11/70-Cus.VII]

नई दिल्ली, 9 दिसम्बर, 1972

सीमा-शुल्क

का०आ० 4034.—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० 101/70-सीमाशुल्क, तारीख 28 नवम्बर, 1970 को अधिश्रान्त करने हुए, केन्द्रीय सरकार तिरुचिरापल्ली एयरपोर्ट को, मिस्रों में बने मान और मिलों में आयातित सामान को उतारने के

लिए और (खनिज हिरों, बहुमूल्य रत्नों और अर्ध-बहुमूल्य रत्नों के सिवाय) भारत में बने मान और मिलों को निर्वासित किए जाने वाले सामान को चढ़ाने के लिए सीमाशुल्क एयरपोर्ट के रूप में एतद्वारा नियत करती है।

[सं० 129/72-सीमाशुल्क/फा० सं० 4/11/70 सी० शु० 7]

ORDER

STAMPS

S.O. 4035.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which the instruments, namely, promissory notes to be executed by the State Bank of India, New Delhi, and the agreements to be signed between the State Bank of India and the two French Banks, namely, Banque Nationale De Paris and Banque Francaise Du Commerce Exterior, Paris, in connection with the French Credits for the year 1972-73, are chargeable under the said Act.

[No. 33/72/ Stamps/F. No. 471/64/72-Custom/ VII]

K. SANKARARAMAN, Under Secy.

आवेष्टा

स्टाम्प

का०आ० 4035.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उस स्टाम्प शुल्क से जो लिखतों अर्थात्, भारतीय स्टेट बैंक, नई दिल्ली द्वारा निष्पादित किए जाने वाले बचन-पत्रों और 1972-73 वर्ष के लिए फ्रेंच पाबनों के सम्बन्ध में भारतीय स्टेट बैंक और दो फ्रेंच बैंकों अर्थात्, बैंक नेशनल डी पेरिस और बैंक फ्रान्सेस दू कामर्स एक्सट्रीरियर, पेरिस के बीच हस्ताक्षरित किए जाने वाले करारों पर उक्त अधिनियम के अर्धीन प्रभावी है, एतद्वारा छूट देती है।

[सं० 33/72/स्टाम्प/फा० सं० 471/64/72-सीमा०-7]

के० संकरारामन, अवर सचिव

(Department of Expenditure)

New Delhi, the 10th October, 1972

S.O. 4036.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and of all other powers enabling him in that behalf, the President hereby makes the following rules further to amend the Central Cost Accounts Pool (Recruitment and Conditions of Service) Rules, 1961 namely:—

1. (i) These rules may be called the Central Cost Accounts Pool (Recruitment and Conditions of Service) Amendment Rules, 1972.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Cost Accounts Pool (Recruitment and Conditions of Service) Rules, 1961.—

(i) in Schedule I, for the Table under heading "Grade and the No. of Posts in each grade", the following Table shall be substituted, namely:—

GRADE	Permanent	Temporary	Total
Chief Cost Accounts Officer	1	—	1
Deputy Chief Cost Accounts Officer.		2	2
Senior Cost Accounts Officers	3	5	8
Cost Accounts Officers.	13	28	41
Assistant Cost Accounts Officers	13	12	25
Cost Accountants	26	18	44

- (ii) in Schedule III, in sub-paragraph (4) of Paragraph 1 relating to the post of "Cost Accountant", in entry (ii) in the second column, against 'Desirable Qualification' the word 'experience' the words 'practical experience' shall be substituted.

[No. A. 12018/1/71-E.I.(A)]

M. M. OBEROI, Under Secy.

व्यय विभाग

नई दिल्ली, 10 अक्तूबर, 1972

क्रा0 आ10 4036.—संविधान के अनुच्छेद 309 के तारा परन्तुक प्रदत्त शक्तियों तथा इस सम्बन्ध में अपनी अन्य सभी शक्तियों का प्रयोग करते हुए राष्ट्रपति जी केन्द्रीय लागत लेखा पूल (भर्ती और सेवा की शर्तों) नियमावली 1961 में आगे संशोधन करने हुए नियम निम्नलिखित बनाते हैं अर्थात्—

1. (i) इन नियमों का केन्द्रीय लागत लेखा पूल (भर्ती और सेवा की शर्तों) संशोधन नियम 1972 कहा जावेगा।
- (ii) ये सरकारी राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।

2. केन्द्रीय लागत लेखा पूल (भर्ती और सेवा की शर्तों) नियमावली 1961 में—

(1) अनुसूची 1 में, "ग्रेड, और प्रत्येक ग्रेड में पदों की संख्या" शीर्ष के अन्तर्गत तालिका के स्थान पर निम्नलिखित तालिका प्रतिस्थापित की जायेगी अर्थात्—

ग्रेड	स्थायी	अस्थायी	जोड़
मुख्य लागत लेखा अधिकारी	1	—	1
उप-मुख्य लागत लेखा अधिकारी	—	2	2
वरिष्ठ लागत लेखा अधिकारी	3	5	8
लागत लेखा अधिकारी	13	28	41
सहायक लागत लेखा अधिकारी	13	12	25
लागत लेखाकार	26	18	44

- (ii) अनुसूची iii में पैराग्राफ 1 के उप-पैराग्राफ (4) में "लागत लेखाकार" के पद से सम्बन्धित हमारे कालम की प्रविष्टि (ii) में "बाँटनीय अहंता" के सामने "अनुभव" शब्द के स्थान पर "व्यावहारिक अनुभव" शब्द प्रतिस्थापित किये जायेंगे।

[सं० ए०/12018/1/71 ई० आई०/(ए०)]

एम०एम० ओवरॉय, अवर सचिव,

(Department of Banking)

New Delhi, the 29th November, 1972.

RESERVE BANK OF INDIA

S.O. 4037.—An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 24th day of November, 1972.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department.	29,35,92,000		Gold Coin and Bullion:—		
Notes in circulation	4688,05,29,000		(a) Held in India	182,53,11,000	
Total Notes issued		4717,41,21,000	(b) Held outside India		
			Foreign Securities	191,65,38,000	
			TOTAL		374,18,49,000
			Rupee Coin		23,91,52,000
			Government of India Rupee Securities		4319,31,20,000
			Internal Bills of Exchange and other commercial paper.		
Total Liabilities		4717,41,21,000	Total Assets		4717,41,21,000

S. JAGANNATHAN, Governor

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 24th November, 1972.

LIABILITIES		Rs.	ASSETS		Rs.
Capital Paid Up		5,00,00,000	Notes		29,35,92,000
			Rupee Coin		1,88,000
Reserve Fund		150,00,00,000	Small Coin		3,01,000
			Bills Purchased and Discounted:—		
National Agricultural Credit (Long Term Operations) Fund		209,00,00,000	(a) Internal		99,26,000
			(b) External
			(c) Government Treasury Bills		374,71,27,000
National Agricultural Credit (Stabilisation) Fund		45,00,00,000	Balances Held Abroad*		150,06,67,000
			Investments**		355,25,93,000
			Loans and Advances to:—		
National Industrial Credit (Long Term Operations) Fund		175,00,00,000	(i) Central Government
			(ii) State Governments@		47,39,00,000
Deposits:—			Loans and Advances to:—		
(a) Government			(i) Scheduled Commercial Banks†		6,74,90,000
(i) Central Government		54,22,74,000	(ii) State Co-operative Banks‡		231,59,54,000
(ii) State Governments		15,65,64,000	(iii) Others		3,58,72,000
			Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund		
(b) Banks			(a) Loans and Advances to:—		
(i) Scheduled Commercial Banks		290,03,37,000	(i) State Governments		53,56,22,000
(ii) Scheduled State Co-operative Banks		10,78,69,000	(ii) State Co-operative Banks		20,85,55,000
(iii) Non-Scheduled State Co-operative Banks		1,00,02,000	(iii) Central Land Mortgage Banks
(iv) Other Banks		26,87,000	(iv) Agricultural Refinance Corporation		10,00,00,000
			(b) Investment in Central Land Mortgage Bank Debentures		11,25,27,000
			Loans and Advances from National Agricultural Credit (Stabilisation) Fund		
			Loans and Advances to State Co-operative Banks		28,89,91,000
			Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund		
(c) Others		84,08,09,000	(a) Loans and Advances to the Development Bank		93,06,94,000
Bills Payable		77,51,07,000	(b) Investment in bonds/debentures issued by the Development Bank
Other Liabilities		340,36,28,000	Other Assets		40,52,78,000
Rupees		1457,92,77,000	Rupees		1457,92,77,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund.

†Includes Rs. Nil advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 29th day of November, 1972.

[No. F. 1/3/72-BOI]
S. JAGANNATHAN, Governor
C. W. Mirchandani, Under Secy.

बैंकिंग विभाग

रिजर्व बैंक ऑफ इंडिया

नई दिल्ली, 29 नवम्बर, 1972

का० क्र० 4037.— रिजर्व बैंक ऑफ इंडिया, अधिनियम 1934 के अनुसूचन में नवम्बर 1972 की 24 तारीख को समाप्त हुए सप्ताह के लिए लेखा

ईशू विभाग

देयताएं	रुपये	रुपये	आस्तिया	रुपये	रुपये
1	2	3	4	5	6
बैंकिंग विभाग में रखे हुए नोट	29,35,92,000		मोने का मिक्का और बनिधन—		
			(क) भारत में रखा हुआ	182,53,11,000	
संचयन में नोट	4688,05,29,000		(ख) भारत के बाहर रखा हुआ		
			विदेशी प्रतिभूतियां	191,65,38,000	
जारी किये गए कुल नोट		4717,41,21,000			
			जोड़		374,18,49,000
			रुपये का मिक्का		23,91,52,000
			भारत सरकार की रुपया प्रति-		
			भूतिया		4319,31,20,000
			देशी विनिमय बिल और दूसरे		
			वाणिज्य पत्र		
कुल देयताएं		4717,41,21,000	कुल आस्तिया		4717,41,21,000

24 नवम्बर 1972 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	आस्तिया	रुपये
1	2	3	4
सुकता पूंजी	5,00,00,000	नोट	29,35,92,000
आरक्षित निधि	150,00,00,000	रुपये का मिक्का	1,88,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	209,00,00,000	छोटा मिक्का खरीद और भुनाये गये बिल	3,01,000
राष्ट्रीय कृषि ऋण (स्विकृति) निधि	45,00,00,000	(क) देशी	99,26,000
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं, निधि)	175,00,00,000	(ख) विदेशी	..
जमा राशियां		(ग) सरकारी खजाना बिल	374,71,27,000
(क) सरकारी		विदेशों में रखा हुआ बकाया	150,06,67,000
(i) केन्द्रीय सरकार	54,22,74,000	निवेश**	355,25,93,000
(ii) राज्य सरकारें	15,65,64,000	ऋण और अधिम —	
(ख) बैंक		(i) केन्द्रीय सरकार को	..
(i) अनुसूचित वाणिज्य बैंक	290,03,37,000	(ii) राज्य सरकारों को (iii)	47,39,00,000
		ऋण और अधिम:—	
(ii) अनुसूचित राज्य सहकारी बैंक	10,78,69,000	(i) अनुसूचित वाणिज्य बैंकों को	6,74,90,000
(iii) गैर अनुसूचित राज्य सरकारी बैंक	1,00,02,000	(ii) राज्य सहकारी बैंकों को	231,59,54,000
(iv) अन्य बैंक	26,87,000	(iii) दूसरों को	3,58,72,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अधिम और निवेश	
		(क) ऋण और अधिम —	
		(i) राज्य सरकारों को	53,56,22,000
		(ii) राज्य सहकारी बैंकों को	20,85,55,000
		(iii) केन्द्रीय भूमिप्रबन्धक बैंकों को	..
		(iv) कृषि पुनर्वित्त निगम	10,00,00,000

विवरण	रुपये	प्रान्तियां	रुपये
1	2	3	4
(ग) अन्य	84,08,09,000	(ख) केन्द्रीय भूमिप्रयत्नक बैंकों के डिबेंचरों में निवेश	11,25,27,000
वेय बिल	77,51,07,000	राष्ट्रीय कृषि ऋण 'स्थिरीकरण' निधि से ऋण और अग्रिम राज्य सहकारी बैंकों को ऋण और अग्रिम	28,89,91,000
अन्य विवरण	340,36,28,000	राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश	
		(क) विकास बैंक को ऋण और अग्रिम	93,06,94,000
		(ख) विकास बैंक द्वारा जारी किये गए बाण्डों/ डिबेंचरों में निवेश	
		अन्य प्रान्तियां	40,52,78,000
रुपये	1457,92,77,000	रुपये	1457,92,77,000

*नकदी आवधिक जमा और अव्यकालीन प्रतिभूतियां शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं हैं।

†राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

*निर्जल बैंक ऑफ इण्डिया अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित बाण्डों को सीमादी जिलों पर अग्रिम दिये गये अन्य रुपये शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख: 29 नवम्बर, 1972

एच० जगन्नाथन, गवर्नर
[सं० एम० 1/3/72-बी० ओ० आई०]
ज० व० मोरचन्दानी, अवर सचिव,

(Department of Company Affairs)

New Delhi, the 9th November, 1972.

(कम्पनी कार्य विभाग)

दिल्ली, 9 नवम्बर, 1972

S.O. No. 4038.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969(54 of 1969) the Central Government hereby notifies the cancellation of registration of M/S BAREILLY ELECTRICITY SUPPLY CO. LTD. under the said Act (Certificate of Registration No. 821/71 dated the 18th November, 1971).

का० आ० 4038—एकान्त्रिक एव निबन्धनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्वारा, कथित अधिनियम के अन्तर्गत से० बरेली इलेक्ट्रीसिटी सप्लाय कम्पनी लिमिटेड के पंजीकरण के विलोपन को अधिसूचित करती है। (पंजीकरण प्रमाण-पत्र सं० 821/71 दिनांक 18 नवम्बर, 1971)

[No. 22/14/72-M. (II)]
S. BALARAMAN, Under Secy.

[सं० 22/14/72 एम०-2]
सु० बलरामन, अवर सचिव।

केन्द्रीय प्रत्यक्ष कर बोर्ड

दिल्ली, 15 नवम्बर, 1972

दान-कर

का० घ्रा० 4039.—दान-कर अधिनियम, 1958 (1958 का 18) की धारा 46 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, दान-कर नियम, 1958 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाता है, अर्थात्:—

1. (1) इन नियमों का नाम दान-कर (द्वितीय संशोधन) नियम, 1972 होगा।

(2) ये नियम 1 जनवरी, 1973 को प्रवृत्त होंगे।

2. दान-कर नियम, 1958 में, नियम 11 के पश्चात् निम्नलिखित नियम अन्तर्स्थापित किए जाएंगे, अर्थात्:—

“11 क. मूल्यांकन अधिकारी को निर्देश करने के लिए शर्तें—

विवरणों में दिए गए संपत्ति के मूल्य की प्रतिशतता और धारा 15 की उपधारा (6) के खंड (ख) के उपखंड (1) में निर्दिष्ट रकम, कमरा 331/3 प्रतिशत और 50,000 रु० होगी।

11ख. रजिस्ट्रीकृत मूल्यांकन द्वारा मूल्यांकन की रिपोर्ट का प्रभाव —

किसी आस्ति की बाबत रजिस्ट्रीकृत मूल्यांकन द्वारा मूल्यांकन की रिपोर्ट धन-कर नियम, 1957 के नियम 8-ब में विनिर्दिष्ट समुचित प्रमाण में दी जाएगी और उस प्रमाण में उपर्युक्त रीति से सत्यापित की जाएगी।”

[सं० 226-फा० सं० 143(7)/72 टी पी एल]

ओ० पी० भारद्वाज,
सचिव।

दिल्ली, 15 नवम्बर, 1972

धन-कर

का० घ्रा० 4040.—धन-कर अधिनियम, 1957 (1957 का 27) की धारा 46 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड धन-कर नियम, 1957 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाता है, अर्थात्:—

1. (1) इन नियमों का नाम धन-कर (तृतीय संशोधन) नियम, 1972 होगा।

(2) इन नियमों के नियम 2 में अन्तर्विष्ट ऐसे उपबन्धों से जो धन-कर नियम 1957 के नियम 3-क और 3-ख के अन्तर्स्थापन से संबंधित हैं, भिन्न उपबन्ध 15 नवम्बर, 1972 को प्रवृत्त होंगे और नियम 2 के ऐसे उपबन्ध जो पूर्वोक्त नियम 3-क और 3-ख के अन्तर्स्थापन से संबंधित हैं, 1 जनवरी, 1973 को प्रवृत्त होंगे।

2. धन-कर नियम, 1957 (जिसे इसमें इसके पश्चात् मूल नियमों कहा गया है) में, नियम 3 के पश्चात् निम्नलिखित नियम अन्तर्स्थापित किए जाएंगे, अर्थात्:—

“3क. मूल्यांकन अधिकारियों की अधिकारिता:—

(1) क्षेत्रीय मूल्यांकन अधिकारी, ऐसे क्षेत्रों के अन्दर जो बोर्ड द्वारा निर्दिष्ट किए जाएं, जिला मूल्यांकन अधिकारियों, मूल्यांकन अधिकारियों और सहायक मूल्यांकन अधिकारियों के कार्य पर साधारण पर्यवेक्षण का प्रयोग करेंगे।

(2) जिला मूल्यांकन अधिकारी, मूल्यांकन अधिकारी और सहायक

मूल्यांकन अधिकारी ऐसे क्षेत्रों की बाबत और आस्तियों के ऐसे वर्गों के संबंध में, जो बोर्ड द्वारा निर्दिष्ट किए जाएं मूल्यांकन अधिकारी के कृत्यों का पालन करेंगे।

(3) जहां, उप-नियम (2) के अधीन जारी किए गए निर्देशों के अधीन, आस्तियों के ऐसे वर्ग के संबंध में जो भवन या भूमि या भवन या भूमि में कोई अधिकार है, ऐसे क्षेत्र की बाबत मूल्यांकन अधिकारी के कृत्य जिला मूल्यांकन अधिकारी, मूल्यांकन अधिकारी और सहायक मूल्यांकन अधिकारी को समुन्देशित किए गए हैं, वहां ऐसे कृत्यों का पालन, यथास्थिति, जिला मूल्यांकन अधिकारी, मूल्यांकन अधिकारी या सहायक मूल्यांकन अधिकारी द्वारा उनके नीचे उपबन्धित रूप में किया जाएगा:

(i) यदि धारा 14 या धारा 15 के अधीन निर्धारित द्वारा दी गई विवरणी में घोषित आस्ति का मूल्य पांच लाख रु० से अधिक हो या यदि आस्ति प्रकट नहीं की गई हो या आस्ति का मूल्य ऐसी विवरणी में घोषित नहीं किया गया हो या कोई ऐसी विवरणी नहीं दी गई हो और आस्ति का मूल्य, धन-कर अधिकारी की राय में पूर्वोक्त रकम से अधिक हो तो उन कृत्यों का पालन जिला मूल्यांकन अधिकारी द्वारा किया जाएगा;

(ii) यदि धारा 14 या धारा 15 के अधीन निर्धारित द्वारा दी गई विवरणी में घोषित आस्ति का मूल्य दो लाख रु० से अधिक हो किन्तु 5 लाख रु० से अधिक न हो या यदि आस्ति प्रकट नहीं की गई हो या आस्ति का मूल्य ऐसी विवरणी में घोषित नहीं किया गया हो या कोई ऐसी विवरणी नहीं दी गई हो और आस्ति का मूल्य धन-कर अधिकारी की राय में पूर्वोक्त रकम से अधिक हो तो उन कृत्यों का पालन मूल्यांकन अधिकारी द्वारा किया जाएगा; और

(iii) यदि धारा 14 या धारा 15 के अधीन निर्धारित द्वारा दी गई विवरणी में घोषित आस्ति का मूल्य दो लाख रु० से अधिक न हो, या यदि आस्ति प्रकट नहीं की गई हो या आस्ति का मूल्य ऐसी विवरणी में घोषित नहीं किया गया हो या कोई ऐसी विवरणी नहीं दी गई हो और आस्ति का मूल्य धन-कर अधिकारी की राय में पूर्वोक्त रकम से अधिक न हो तो उन कृत्यों का पालन सहायक मूल्यांकन अधिकारी द्वारा किया जाएगा।

3ख. मूल्यांकन अधिकारियों को निर्देश करने के लिए शर्तें—विवरणों में दी गई आस्ति के मूल्य की प्रतिशतता और धारा 16 की उपधारा (1) के खण्ड (घ) के उपखण्ड (i) में निर्दिष्ट रकम, कमरा 331/3 प्रतिशत और पचास हजार रु० होगी।

3 ग. निरीक्षण—मूल्यांकन अधिकारी या उसके द्वारा इन निमित्त लिखित आदेश द्वारा प्राधिकृत कोई अधिकारी, सर्वेक्षक या असैसर, धारा 38 की उपधारा (1) के खण्ड (क) में निर्दिष्ट किसी भूमि पर, या खण्ड (ख) में निर्दिष्ट किसी भूमि, भवन या अन्य स्थान पर प्रवेग, या उस उप-धारा के खण्ड (ग) में निर्दिष्ट किसी आस्ति का निरीक्षण, किसी भी दिन, पराक्रम्य लिखित अधिनियम, 1881 (1881 का 26) के अधीन रविवार और अवकाश दिनों को छोड़ कर प्रातः छः बजे और सायं छः बजे के बीच किसी भी समय कर सकेगा।”।

3. मूल नियमों के नियम 8 के पश्चात् निम्नलिखित नियम अन्तर्स्थापित किए जाएंगे, अर्थात्:—

“8क. रजिस्ट्रीकृत मूल्यांकन की अर्हताएं—

(1) धारा 34क की उपधारा (2) के प्रयोजनों के लिए, आस्ति के भिन्न-भिन्न वर्गों के मूल्यांकनों के रूप में रजिस्ट्रीकरण के लिए अर्हताएं के होंगी जो उपनियम (2) से (11) में विनिर्दिष्ट हैं।

(2) स्थावर संपत्ति (कृषि, भूमि, बागान, वन, खान और खदान से भिन्न) के मूल्यांकन के पास निम्नलिखित अर्हताएं होंगी, अर्थात्:—

- (i) वह या तो किसी मान्यताप्राप्त विश्वविद्यालय से सिविल इंजीनियरी, वास्तुकला या नगर आयोजना में स्नातक हो, या उसके पास संघ लोक सेवा आयोग द्वारा मान्यताप्राप्त ऐसी अर्हता हो जो सिविल इंजीनियरी या वास्तुकला की उपाधि के समतुल्य हो; और
- (ii) (क) वह व्यक्ति पहले,—
- (क) सरकार के अधीन किसी राजपत्रित अधिकारी के पद पर, या
- (ख) किसी अन्य नियोजक के अधीन किसी ऐसे पद पर, जिसका पारिश्रमिक एक हजार २० प्रति मास से कम न हो,
- नियोजित रहा हो और वह, दोनों दशाओं में से किसी में मूल्यांकक, वास्तुविद् या नगर योजनाकार के रूप में या भवन-निर्माण, संरचना के डिजाइन बनाने या भूमि-विक्रम के क्षेत्र में कम से कम पांच वर्ष की सेवा करने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो; या
- (ग) सिविल इंजीनियरी, वास्तुकला या नगर आयोजना की उपाधि के लिए या खण्ड (1) में निर्दिष्ट किसी समतुल्य अर्हता के लिए छात्रों को तैयारी करने वाले किसी विश्वविद्यालय, महाविद्यालय या किसी अन्य संस्था में प्राचार्य, उपाचार्य या प्राध्यापक के रूप में नियोजित रहा हो, और वह मूल्यांकन, परिमाण-सर्वेक्षण, भवन-निर्माण, वास्तुकला या नगर आयोजना विषयों में से किसी विषय को कम से कम पांच वर्ष तक पढ़ाने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो; या
- (ख) वह परामर्शी इंजीनियर, सर्वेक्षक या वास्तुविद् के रूप में कम से कम पांच वर्ष की अवधि तक ऐसा व्यवसाय करना रहा हो और बोर्ड की राय में उसने निम्नलिखित क्षेत्रों में से किसी में पर्याप्त अनुभव अर्जित किया हो :—
- (क) भवनों और शहरी भूमियों का मूल्यांकन;
- (ख) भवन-निर्माण का परिणाम-सर्वेक्षण;
- (ग) भवनों या नगर आयोजना की वास्तु संबंधी या संरचनात्मक डिजाइन बनाना; या
- (घ) भवन-निर्माण या भूमि का विकास।
- (3) कृषि भूमि (उपनियम (4) में निर्दिष्ट बागानों से भिन्न) के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—
- (i) वह किसी मान्यताप्राप्त विश्वविद्यालय से कृषि विज्ञान में स्नातक हो और उसने फार्म मूल्यांकक के रूप में कम से कम पांच वर्ष की अवधि तक कार्य किया हो; या
- (ii) वह व्यक्ति पहले सरकार के अधीन कलक्टर, उप कलक्टर, बन्दोबस्त अधिकारी, भूमि मूल्यांकन अधिकारी, भू-अभिलेख अधिकारी, कृषि अधिकारी, रजिस्ट्रीकरण अधिनियम, 1908 (1908 का 16) के अधीन रजिस्ट्रार या वैसे ही कृत्यों के पालन करने वाले समतुल्य रैंक के किसी अन्य अधिकारी के पद पर नियोजित रहा हो और वह पूर्वोक्त पदों में से किसी एक या अधिक पर कुल मिलाकर कम से कम पांच वर्ष तक सेवा करने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो।
- (4) यथास्थिति काफी बागान, चाय बागान, रबड़ बागान या इलायची बागान के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—
- (i) वह, यथास्थिति, काफी, चाय, रबड़ या इलायची बागान का कम से कम पांच वर्ष की अवधि तक स्वामी रहा हो, या उसने उसके प्रबंधक के रूप में कार्य किया हो और बागान का क्षेत्र इलायची बागान की दशा में, चार हेक्टेयर या किसी अन्य बागान की दशा में चालीस हेक्टेयर से कम न हो; या
- (ii) वह व्यक्ति पहले सरकार के अधीन कलक्टर, उपकलक्टर, बन्दोबस्त अधिकारी, भूमि मूल्यांकन अधिकारी, भू-अभिलेख अधिकारी, कृषि अधिकारी, रजिस्ट्रीकरण अधिनियम, 1908 (1908 का 16) के अधीन रजिस्ट्रार या वैसे ही कृत्यों के पालन करने वाले समतुल्य रैंक के किसी अन्य अधिकारी के पद पर नियोजित रहा हो और वह पूर्वोक्त पदों में से किसी एक या अधिक पद पर कुल मिला कर कम से कम पांच वर्ष तक सेवा करने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो।
- (5) बनों का मूल्यांकक ऐसा व्यक्ति होना चाहिए जो पहले सरकार के अधीन किसी पद पर नियोजित रहा हो और वह किसी ऐसे राजपत्रित पद पर, जिसके लिए वन-विज्ञान में विशिष्ट ज्ञान अपेक्षित है, कम से कम पांच वर्ष तक सेवा करने के पश्चात् उस नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो।
- (6) खान और खदान के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—
- (i) वह किसी मान्यताप्राप्त विश्वविद्यालय से खनिकर्म में स्नातक हो, या उसके पास संघ लोक सेवा आयोग द्वारा मान्यताप्राप्त कोई ऐसी अर्हता हो जो खनिकर्म की उपाधि के समतुल्य हो; और
- (ii) वह व्यक्ति पहले—
- (क) सरकार के अधीन किसी राजपत्रित अधिकारी के पद पर, या
- (ख) किसी अन्य नियोजक के अधीन ऐसे पद पर, जिसका पारिश्रमिक एक हजार २० प्रति मास से कम न हो,
- नियोजित रहा हो और वह दोनों दशाओं में से किसी में, खनिकर्म इंजीनियरी के रूप में कम से कम पांच वर्ष तक सेवा करने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो।
- (7) स्टाक, ग्रंथ, डिबेंचर, प्रतिभूति, भागीदारी फर्म में के ग्रंथ और कारबार की आस्तियों, जिनमें साख सम्मिलित है, किन्तु उनमें वे सम्मिलित नहीं हैं जो उपनियम (2) से (6) और (8) से (11) में निर्दिष्ट हैं, के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—
- (i) वह भारतीय चार्टर्ड अकाउन्टेन्ट संस्थान या भारतीय लागत संकर्म और अकाउन्टेन्ट संस्थान का सदस्य हो; और
- (ii) (क) वह चार्टर्ड अकाउन्टेन्ट या लागत और संकर्म-अकाउन्टेन्ट का व्यवसाय कम से कम पांच वर्ष की अवधि तक करता रहा हो, या

(ख) वह व्यक्ति पहले—

(क) सरकार के अधीन किसी राजपत्रित अधिकारी के पद पर, या

(ख) किसी अन्य नियोजक के अधीन किसी ऐसे पद पर, जिसका पारिश्रमिक एक हजार ६० प्रति मास से कम न हो,

नियोजित रहा हो और वह, दोनों दशाओं में से किसी में संपरीक्षा और लेखा या कराधान कार्य के क्षेत्र में कम से कम पांच वर्ष की अवधि तक सेवा करने के पश्चात् उस नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो।

(8) मशीनरी और संयंत्र के मूल्यांकक के पास निम्नलिखित अर्हताएं, होंगी, अर्थात् :—

(i) वह या तो किसी मान्यताप्राप्त विश्वविद्यालय से यांत्रिक या विद्युत् इंजीनियरी का स्नातक हो, या उसके पास संघ लोक सेवा आयोग द्वारा मान्यताप्राप्त कोई ऐसी अर्हता हो जो यांत्रिक या विद्युत् इंजीनियरी की उपाधि के समतुल्य है; और

(ii) (क) वह व्यक्ति पहले—

(क) सरकार के अधीन किसी राजपत्रित अधिकारी के पद पर, या

(ख) किसी अन्य नियोजक के अधीन किसी ऐसे पद पर, जिसका पारिश्रमिक एक हजार ६० प्रति मास से कम न हो,

नियोजित रहा हो और वह, दोनों दशाओं में से किसी में, किसी यांत्रिक या विद्युत् इंजीनियरी के रूप में कम से कम पांच वर्ष की अवधि तक सेवा करने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो, या

(ग) वह यांत्रिक या विद्युत् इंजीनियरी की उपाधि के लिए, या खंड (i) में निर्दिष्ट किसी समतुल्य अर्हता के लिए छात्रों की सैयारी कराने वाले किसी विश्वविद्यालय, महाविद्यालय या संस्था में प्राचार्य, उपाचार्य या प्राध्यापक के रूप में नियोजित रहा हो, और वह कम से कम पांच वर्ष की अवधि तक पढ़ाने के पश्चात् ऐसे नियोजन से सेवानिवृत्त हुआ हो या उसने पदत्याग किया हो;

(ख) उसने किसी परामर्शी इंजीनियरी के रूप में कम से कम पांच वर्ष की अवधि तक व्यवसाय किया हो और उसने, बोर्ड की राय में, मशीनरी और संयंत्र के मूल्यांकन में पर्याप्त अनुभव अर्जित कर लिया हो।

(9) आभूषण का मूल्यांकक आभूषण कारखाने करने वाली किसी ऐसी भागीदारी फर्म में कम से कम पांच वर्ष की अवधि तक एकमात्र स्वतन्त्र-धारी या भागीदारी रहा हो जिसका उस वर्ष के ठीक पूर्ववर्ती तीन लेखा वर्षों में से दो वर्षों में, जिसमें उसके द्वारा मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए आवेदन किया गया हो, आवर्त एक लाख ६० से कम न हो या जिसके लाभ पन्ध्र हजार ६० से कम न हों।

(10) कलाकृति के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—

(i) उसने ऐसी कलाकृतियों की विशिष्ट श्रेणी में जिनके लिए वह मूल्यांकक के रूप में रजिस्ट्रीकृत होना चाहता है, अपने प्रकाशक और वृत्तिक काम-काज के आधार पर विशेष योग्यता प्राप्त की हो, और

(ii) उसने निम्नलिखित हैसियतों में से किसी एक या अधिक में सेवा की हो, अर्थात् :—

(क) महानिदेशक या अधीक्षक पुरातत्वज्ञ, भारतीय पुरातत्व सर्वेक्षण,

(ख) निदेशक, राष्ट्रीय संग्रहालय, नई दिल्ली; सालार जंग संग्रहालय, हैबराबाद; प्रिंस आफ वेल्स संग्रहालय, मुम्बई; भारतीय संग्रहालय, कलकत्ता; आमुतोष संग्रहालय, कलकत्ता; मद्रास संग्रहालय, मद्रास या भारत कला भवन, वाराणसी,

(ग) प्रधानाचार्य, सरकारी कला विद्यालय,

(घ) उपखंड (ख) में निर्दिष्ट किसी संग्रहालय, या ललित-कला प्रकाशनी की कला कर्म-समिति का सदस्य।

(11) आजीवन हित, उत्तरभोग, प्रत्याशा में हित के मूल्यांकक के पास निम्नलिखित अर्हताएं होंगी, अर्थात् :—

(i) वह किसी मान्यताप्राप्त विश्वविद्यालय से स्नातक हो; और

(ii) (क) उसने बीमा अधिनियम, 1938 (1938 का 4) के अधीन कम से कम पांच वर्ष की अवधि तक बीमांकक के रूप में व्यवसाय किया हो, या

(ख) उसने सरकार के अधीन या जीवन बीमा अधिनियम, 1956 (1958 का 31) के अधीन स्थापित भारतीय जीवन बीमा निगम में बीमांकक के रूप में कम से कम पांच वर्ष की अवधि तक निरन्तर सेवा की हो, या

(ग) उसने बीमांकक के रूप में व्यवसाय किया हो या सरकार के अधीन या उपखंड (ख) में निर्दिष्ट भारतीय जीवन बीमा निगम में कुल मिलाकर कम से कम पांच वर्ष की अवधि तक उस हैसियत में सेवा की हो।

(12) यदि कोई व्यक्ति सरकार या किसी अन्य नियोजक के अधीन नियोजित हो तो वह, कलाकृति के मूल्यांकक के रूप में रजिस्ट्रीकरण से भिन्न, किसी मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए अर्हित नहीं होगा।

(13) उपनियम (1) से (12) में किसी बात के होते हुए भी, कोई भी व्यक्ति मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए उस दशा में अर्हित नहीं होगा यदि,—

(क) वह सरकारी सेवा से पदच्युत कर दिया गया हो या हटा दिया गया हो; या

(ख) वह आयकर अधिनियम, 1961 (1961 का 43) या धन-कर अधिनियम, 1957 (1957 का 27) या दान-कर अधिनियम, 1958 (1958 का 18) के अधीन किसी कार्यवाही से संशक्त किसी अपराध के लिए सिद्धोष ठहराया हो या उस पर आयकर अधिनियम, 1961 की धारा 271 की उपधारा (i) के खंड (ii) या धारा 273 के खंड (iii) के अधिनियम धन-कर अधिनियम, 1957 की धारा 18 की उपधारा (i) के खंड (iii) के अधीन या दान-कर अधिनियम, 1958 की धारा 17 की उपधारा (i) के खंड (iii) के अधीन कोई शास्ति अधिरोपित की गई हो; या

(ग) वह कोई अनुमोदित दिवालिया हो ; या

(घ) वह किसी अपराध के लिए सिद्धोष ठहराया गया हो और कारावास की ऐसी अवधि से दण्डादिष्ट किया गया हो या अपनी वृत्तिक हैसियत में ऐसे अवचार का दोषी पाया गया हो जो बोर्ड की राय में उसका मूल्यांकक के रूप में रजिस्ट्रीकृत होने के लिए अयोग्य बना देता है।

स्पष्टीकरण — इस नियम, में “मान्यताप्राप्त विश्वविद्यालय” से नीचे विनिर्दिष्ट कोई विश्वविद्यालय अभिप्रेत है, अर्थात् :—

- I. भारतीय विश्वविद्यालय : तत्समय प्रयुक्त किसी विधि द्वारा निर्गमित भारतीय विश्वविद्यालय।
- II. रंगून विश्वविद्यालय।
- III. इंग्लिश और वैल्श विश्वविद्यालय 2 बरमिंघम, ब्रिस्टल, कैम्ब्रिज डुरहम, लोडम, लिबरपूल, लंदन, मैनचेस्टर, मद्रास, कोलकाता, रोडिंग शेफोल्ड और वेल्स विश्वविद्यालय।
- IV. स्काटिश विश्वविद्यालय : एबरडीन, एडिनबरा, ग्लासगो और सेंट एण्ड्रूज विश्वविद्यालय।
- V. आयरिश विश्वविद्यालय डब्लिन (ट्रिनिटी कॉलेज) विश्वविद्यालय क्वीन्स विश्वविद्यालय, डेलफास्ट और राष्ट्रीय विश्वविद्यालय, डब्लिन।
- VI. पाकिस्तान विश्वविद्यालय : तत्समय प्रयुक्त किसी विधि द्वारा निर्गमित पाकिस्तान विश्वविद्यालय।
- VII. बंगलादेश विश्वविद्यालय : तत्समय प्रयुक्त किसी विधि द्वारा निर्गमित बंगलादेश विश्वविद्यालय।

8 ख मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए आवेदन — धारा 34 क ख के अधीन मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए आवेदन प्ररूप 8 में होगा और उसमें विनिर्दिष्ट रीति से सत्यापित किया जाएगा और उसके साथ 250 रु० फीस होगी।

8 ग रजिस्ट्रीकृत मूल्यांकक द्वारा प्रभारित की जाने वाली फीस का मापमान—

(1) उपनियम (2) और (3) के उपबन्धों के अधीन रहते हुए, रजिस्ट्रीकृत मूल्यांकक द्वारा किसी आस्ति के मूल्यांकन के लिए प्रभारित की जाने वाली फीस निम्नलिखित दरों से संगणित रकम से अधिक नहीं होगी, अर्थात् :—

यथा मूल्यांकित के प्रथम पचास हजार रु० पर मूल्य का 1/2 प्रतिशत; यथा मूल्यांकित आस्ति के अगले एक लाख रु० पर मूल्य का 1/4 प्रतिशत; यथा मूल्यांकित आस्ति के बकाया पर मूल्य का 1/8 प्रतिशत।

(2) जहां वो या वो से अधिक आस्तियां रजिस्ट्रीकृत मूल्यांकक द्वारा निर्धारित के अनुरोध पर मूल्यांकित की जाने अपेक्षित हों वहां ऐसी सभी आस्तियां ऐसे रजिस्ट्रीकृत मूल्यांकक को संदेय फीस की संगणना के प्रयोजन के लिए एकल आस्ति के रूप में समझी जाएंगी।

(3) जहां उपनियम (1) और (2) के अनुसार संगणित फीस की रकम 50 रु० से कम हो वहां रजिस्ट्रीकृत मूल्यांकक अपनी फीस के रूप में 50 रु० प्रभारित कर सकेगा।

8 घ. रजिस्ट्रीकृत मूल्यांकक द्वारा मूल्यांकन की रिपोर्ट का प्ररूप—

नीचे की सारणी के स्तम्भ (1) में विनिर्दिष्ट किसी आस्ति की बाबत रजिस्ट्रीकृत मूल्यांकक द्वारा मूल्यांकन की रिपोर्ट उसके स्तम्भ (2) में जो तत्स्थानी प्रविष्टि में विनिर्दिष्ट प्ररूप में होगी और उस प्ररूप में उपदर्शित रीति से सत्यापित की जाएगी।

सारणी

(1)	(2)
(i) स्थावर संपत्ति (कृषि भूमि, बागान, बन, खान और खदान से भिन्न)	प्ररूप ण - 1
(ii) कृषि भूमि (काफी, चाय, रबड़ और इलायची बागानों से भिन्न)	प्ररूप ण - 2
(iii) काफी, चाय रबड़ या इलायची बागान	प्ररूप ण - 3
(iv) बन	प्ररूप ण - 4
(v) खान और खदान	प्ररूप ण - 5
(vi) स्टॉक, ग्रंथ, डिबेंचर, प्रतिभूति, भागीदारी फर्म में के ग्रंथ और कारबार को आस्ति, जिनमें साख सम्मिलित है किन्तु उनमें वे सम्मिलित नहीं हैं जो इस सारणी की किसी अन्य मद में विनिर्दिष्ट है।	प्ररूप ण - 6
(vii) मशीनरी और संयंत्र	प्ररूप ण - 7
(viii) भाषूषण	प्ररूप ण - 8
(ix) कलाकृति	प्ररूप ण - 9
(x) आजीवन हित, उत्तरभोग और प्रत्याणा में हित	प्ररूप ण - 10

4. मूल नियमों के परिशिष्ट में, प्ररूप 8 के पश्चात्, निम्नलिखित प्ररूप अन्तःस्थापित किए जाएंगे, अर्थात् :—

प्ररूप

(नियम 8 ख देखिए)

धन-कर अधिनियम, 1957 की धारा 34 क ख के अधीन मूल्यांकक के रूप में रजिस्ट्रीकरण के लिए आवेदन सेवा में,

सचिव,
केन्द्रीय प्रत्यक्ष कर बोर्ड
नई दिल्ली।

महोदय,

मैं, धन-कर अधिनियम, 1957 की धारा 34 क ख के अधीन

के मूल्यांकक के रूप में रजिस्ट्रीकरण के * (आस्तियों का वर्ग)

लिए एतद्द्वारा आवेदन करता हूँ। इसके साथ निम्नलिखित विशिष्टियां दी जा रही हैं :—

1. पूरा नाम (स्पष्ट अक्षरों में)।
2. पिता/पति का नाम।
3. स्थायी पता।
4. वर्तमान पता।

(i) कार्यालय।

(ii) निवास - स्थान।

5. आयकर स्थायी खाता संख्या।

6. जन्म की तारीख।

(घायु के सबूत में मूल प्रमाण-पत्र और उसकी एक बुरा प्रति भेजी जाए। मूल प्रमाण-पत्र देखने के पश्चात् लौटा दिया जाएगा।

7. शैक्षिक प्रवृत्ताएं, जिसके अन्तर्गत कृषिक या तकनीकी प्रवृत्ताएं हैं। (मूल उपाधि या डिप्लोमा प्रमाण-पत्र और और प्रत्येक को अनुप्रमाणित प्रति इस के मा संलग्न की जाए। मूल प्रमाण-पत्र देखने के पश्चात् सौटा दिए जाएंगे।)
8. यदि किसी कृषिक या तकनीकी संस्था का सबन्ध हो तो विशिष्टियां दें।
9. (क) वर्तमान उपजीविका।
(ख) यदि किसी फर्म का भागीदार हो तो उस फर्म का नाम, पता और कारबार/वृत्ति।
10. यदि पहले से ही मूल्यांकन की बुनियाद या आजीविका में लगे हों तो क्या—
(क) स्वयं अपने आप
(ख) अन्य व्यक्तियों की भागीदारी में (अन्य भागीदारों के नाम और पते लिखें)।
11. मूल्यांकन के रूप में व्यवसाय के प्रारंभ की तारीख।
12. अपने अनुभव के, जो आपको मूल्यांकन के रूप में रजिस्ट्रीकरण के लिए अर्हता बनाता हो, पूरे व्योरे दें। गत तीन वर्षों के दौरान मूल्यांकित छात्रियों या निष्पादित कार्यों को एक सूची संलग्न की जाए।
13. क्या आप सम्पदा-शुल्क अधिनियम, 1953 की धारा 4 के अधीन मूल्यांकन के रूप में नियुक्त किए गए हैं?
यदि ऐसा हो तो अधिसूचना की तारीख लिखें।
14. ऐसे तीन व्यक्तियों के, (जो नाते-धर या कारबार में भागीदार नहीं) नाम, उपजीविका और पते जिनके साथ आपका गत पांच वर्षों से निमित्त सम्पर्क रहा है (जिनमें से एक अधिमानतः मूल्यांकन होने चाहिए) और जिनसे आपकी ख्याति और चरित्र के बारे में जांच करने के लिए बोर्ड को आप प्राधिकृत करते हैं।
15. (क) यदि आयकर, वन-कर या धान-कर के सम्बन्ध में आप पर कोई दायित्व बताया हो तो लिखें।
(ख) यदि ऐसा हो तो क्या उसको प्रदायगी के लिए संतोषप्रद इंजाय किए गए हैं।
(आय-कर अधिकारी का प्रमाण-पत्र संलग्न करें)।
16. क्या आप को किसी अपराध में निन्द-बोध ठहराया गया है और कारावास को किसी अवधि से दण्डाविष्ट किया गया? यदि ऐसा हो तो अपराध और दण्डादेश के व्योरे दें।
17. क्या आपको आपकी वृत्तिवैधियत में अवधार का दोषी पाया गया? यदि ऐसा हो तो व्योरे दें।
- मैं एतद्वारा घोषणा करता हूं कि मैंने धन-कर नियम, 1957 के नियम 8 के उप नियम (13) के खण्ड (क) से (ग) तक में अन्त-विष्ट उपबन्धों में से किसी कारण रजिस्ट्रीकरण के लिए आवेदन करने से निरहित नहीं हुआ हूं।
मैं घोषणा करता हूं कि मैं—
(क) किसी छात्र का, जिसके मूल्यांकन करने की मुझ अपेक्षा की जाएगी, निष्पक्ष और सही मूल्यांकन करूंगा;
(ख) ऐसे मूल्यांकन को विहित प्ररूप में रिपोर्ट दूंगा;
(ग) इस निमित्त बोर्ड द्वारा विहित दर या दरों से अनाधिक दर से फीस प्रभारित करूंगा; और
(घ) किसी छात्र के, जिसमें मेरा प्रत्यक्ष या अप्रत्यक्ष हित हो, किसी मूल्यांकन का जिम्मा नहीं लूंगा।
- (हस्ताक्षर)
- सत्यापन
- मैं, _____, घोषणा करता हूं कि—
(स्पष्ट अक्षर में नाम)
(i) उपरोक्त आवेदन में जो कुछ कहा गया है वह मेरे ज्ञान और विषयम के अनुसार सही और ठीक है, और
(ii) इसके साथ भेजे जा रहे दस्तावेज, मूल प्रमाण पत्र या उसकी शुद्ध प्रतियां हैं।
- स्थान—
तारीख—
अनुलग्नकों की सूची:—
1.
2.
3.
4.
5.
आदि
- (हस्ताक्षर)
- टिप्पण:—1* कृपया धन-कर नियम, 1957 का नियम 8क देखें।
2. इस प्ररूप के साथ 250 रु० की फीस अवश्य हो। यह सुझाव दिया जाता है कि फीस धन-कर अधिकारी से एक चलान अधि-प्राप्त करने के पश्चात् खजाने या भारतीय स्टेट बैंक की किसी शाखा या भारतीय रिजर्व बैंक की किसी शाखा में जमा की जाए। प्राप्त जानान आवेदन के साथ संलग्न किया जाए। केन्द्रीय प्रत्यक्ष कर बोर्ड चेक, ट्राफ्ट, टुण्डी या या अन्य परक्राम्य निखन स्वीकार नहीं करेगा।

प्रकरण-1

(नियम 8 व देखिए)

स्थावर संपत्ति (इस भूमि, बागान, वन, खान और खदान से भिन्न)
मूल्यांकन की रिपोर्टें

भाग 1—प्रश्नावली

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकक द्वारा किए जाएं ।
यदि कोई विशिष्ट प्रश्न उस सम्पत्ति को, जिसका मूल्यांकन किया गया,
सागु नहीं होता तो वह उसके बारे में ऐसा उपबोधित करे ।

रजिस्ट्रीकृत मूल्यांकक का नाम	रजिस्ट्रीकृत सं०
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साधारण

1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया ।
2. वह तारीख जिसको मूल्यांकन किया गया ।
3. स्वामी/स्वामियों के नाम ।
4. यदि संपत्ति, संयुक्त स्वामित्व/सह-स्वामित्व के अधीन हो तो प्रत्येक ऐसे स्वामी का धंश । क्या धंश अधिसूचित हैं ?
5. संपत्ति का संक्षिप्त वर्णन ।
6. अवस्थिति, मार्ग, वाहं सं० ।
7. भूमि की सर्वेक्षण/प्लाट सं० ।
8. क्या संपत्ति आवासीय/वाणिज्यिक/मिश्रित क्षेत्र/औद्योगिक क्षेत्र में स्थित है । ?
9. परिशेष का वर्गीकरण-उच्च वर्ग/मध्यम वर्ग/निम्न वर्ग ।
10. नागरिक सुखसुविधाओं, जैसे विद्यालय, अस्पताल कार्यालय, बाजार, सिनेमा, धादि से निकटता ।
11. बाह्य संचार के साधन और निकटता जिसके द्वारा परिशेष की सेवा की जाती है ।
भूमि
12. वस्तावेजी सबूत द्वारा समर्थित भूमि का क्षेत्र/आकार, सम्बाँ-चोड़ाई और शैतिक विशिष्टता ।
13. सड़कें, मार्ग या गलियाँ जिसके साथ भूमि लगी हुई है ।
14. क्या यह माफी या पट्टाधृत भूमि है ?
15. यदि वह पट्टाधृत भूमि हो तो पट्टाकर्ता/पट्टेदार का नाम, पट्टे की प्रकृति, पट्टे के प्रारंभ होने और समाप्त होने की तारीख और पट्टे के नवीकरण की अवधि ।
(i) प्रारम्भिक प्रीमियम
(ii) भूमि का प्रति वर्ष संवैय लगान ।
(iii) विक्रय या अन्तरण की वशा में पट्टाकर्ता को संवैय अनुपाजित वृद्धि ।
16. क्या भूमि के उपयोग के संबंध में कोई निर्बंधनात्मक प्रसंविदा है ? यदि ऐसा हो तो प्रसंविदा की एक प्रति संलग्न करें ।

रजिस्ट्रीकृत मूल्यांकन का नाम

रजिस्ट्रीकृत सं०

17. क्या सुविधाधिकार का कोई करार है ? यदि ऐसा हो तो प्रतियाँ संलग्न करें ।
18. क्या भूमि किसी ऐसे क्षेत्र में पड़ती है जो सरकारी या किसी कानूनी निकाय की किसी नगर आयोजना स्कीम या किसी विकास योजना के अन्तर्गत है ? यदि ऐसा हो तो विविधियाँ दें ।
19. क्या विकास के लिए कोई अधिदाय किया गया है या ऐसे अधिदाय के लिए कोई मांग अब भी बकाया है ?
20. क्या संपूर्ण भूमि या उसका कोई भाग सरकार या किसी कानूनी निकाय द्वारा धर्जन के लिए अधिसूचित किया गया है ? अधिसूचना की तारीख लिखें ।
21. एक परिमाणित स्वयं रेखांक संलग्न करें ।
अभिबुद्धियाँ
22. भूमि पर खड़ी सभी संरचनाओं के रेखांक और उत्पादन और अधिव्यास रेखांक संलग्न करें ।
23. अलग कागज पर भवन के तकनीकी ब्लौरे डीजिए ।
(इस प्ररूप के उपाबंध का प्रयोग किया जाए) ।
24. (i) क्या भवन स्वामी के अधिभोग में है/किराए पर है/दोनों पर है ?
(ii) यदि वह भागत : स्वामी के अधिभोग में हो तो स्वामी के अधिभोग के अन्तर्गत आने वाले क्षेत्र का भाग और परिमाण विनिबिष्ट करें ।
25. अनुज्ञेय फ्लोर स्पेस इन्डेक्स क्या है और वस्तुतः उपयोग किया गया प्रतिशत ?
किराया
26. (i) किराएदारों/पट्टेदारों/अनुज्ञप्तिधारियों, आदि के नाम ।
(ii) उनके अधिभोग में के भाग ।
(iii) प्रत्येक द्वारा संवत्त मासिक या वार्षिक किराया/प्रतिकर/अनुज्ञप्ति-फीस, आदि ।
(iv) सम्पूर्ण संपत्ति के लिए प्राप्त सकल रकम ।
27. क्या अधिभोगियों में से किसी की स्वामी से नातेवारी है, या उनमें से कोई उसके कारबार में निकट-साथी है ?
28. क्या फिक्सचर जैसे पंखे, हमाम, रेफ्रीजरेटर, बूल्हे, कपड़े रखने की झलमारी, धादि के उपयोग के लिए या सर्विस प्रभार के लिए अलग से रकम बसूल की गई ? यदि ऐसा हो तो ब्लौरे दें ।
29. स्वामी द्वारा बहुत किए जाने वाले जल और विद्युत प्रभार, यदि कोई हों, के ब्लौरे दें ।
30. क्या मरम्मत और धनुरक्षण की पूरी लागत या उसका भाग किराएदार को बहुत करना पड़ता है ? विविधियाँ दें ।

रजिस्ट्रीकृत मूल्यांकन का नाम रजिस्ट्रीकृत सं०

31. यदि कोई लिफ्ट लगी हो तो उसके अनुरक्षण और प्रचालन की लागत किसे—स्वामी या किराए-दार को—बहन करनी पड़ती है ?
32. यदि कोई पम्प लगा हो तो उसके अनुरक्षण और प्रचालन की लागत—किसे स्वामी या किराए-दार को—बहन करनी पड़ती है ?
33. सामान्य स्थान जैसे प्रवेश हॉल, सीढ़ियाँ, गलियारे, अहाते, आदि के प्रकाश के लिए विद्युत-प्रभार की लागत किसे—स्वामी या किराएदार को—बहन करनी पड़ती है ?
34. संपत्ति-कर की रकम कितनी है ? यह किसे बहन करना पड़ता है ? दस्तावेजी सबूत के साथ व्योरे दें।
35. क्या भवन बीमाकृत है ? यदि ऐसा हो तो पानिसी संख्या, वह रकम जिसके लिए वह बीमा-कृत है और वार्षिक प्रीमियम लिखें।
36. क्या भूस्वामी और किराएदार के बीच कोई विवाद किसी न्यायालय में लम्बित है ?
37. क्या किराए के नियंत्रण से संबंधित किसी विधिके अधीन परिसर के लिए कोई मानक किराया नियत किया गया है ?

विक्रय

38. परिक्षेत्र में स्थावर संपत्ति के विक्रय संबंधी दृष्टान्त संपत्ति का नाम और पता, रजिस्ट्री-करण सं०, विक्रय-मूल्य और विक्रीत भूमि का क्षेत्र उपवर्धित करते हुए, अलग कागज पर दें।
39. इस मूल्यांकन में गृहीत भूमि-दर।
40. यदि विक्रय के दृष्टान्त उपलब्ध न हों या उन पर निर्भर नहीं किया जा सकता हो तो भूमि दर निकालने का आधार।

सन्निर्माण की लागत

41. सन्निर्माण प्रारम्भ करने का वर्ष और सन्निर्माण पूरा होने का वर्ष।
42. सन्निर्माण की पद्धति क्या थी—संविदा द्वारा/श्रमिकों के सीधे नियोजन द्वारा/दोनों ?
43. संविदा पर किए गए कार्य की मदों के संबंध में करार की प्रतियाँ पेश करें।
44. श्रमिकों को सीधे लगाकर किए गए कार्य की मदों के संबंध में सामग्री और श्रम की मूल दरें लिखें और उनके समर्थन में दस्तावेजी सबूत दें।

भाग 2—मूल्यांकन

यहाँ रजिस्ट्रीकृत मूल्यांकन को संपत्ति के मूल्यांकन करने में उसके द्वारा उपमाई गई पद्धति का विस्तार से वर्णन करना चाहिए और यह उपदर्शित करना चाहिए कि मूल्य, जो आवश्यक गणना द्वारा समर्थित हो, किस प्रकार निकाला गया।

भाग—3 बोधना

मैं एतद्वारा बोधना करता हूँ कि —

- (क) भाग 1 में दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;
- (ख) मूल्यांकन संपत्ति में मेरा कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;
- (ग) मैंने की स्वयं संपत्ति का निरीक्षण किया।
- (घ) मैं किसी अपराध के लिए सिद्धदोष नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डादिष्ट किया गया, या मैं अपराध के लिए सिद्धदोष ठहराया गया और की अवधि के लिए कारावास से दण्डादिष्ट किया गया (अपराध और दंडादेश की विशिष्टियाँ संलग्न हैं) ; और
- (ङ) मैं अपनी वृत्तिक हैसियत में अवचार का बोधी नहीं पाया गया,

या

मैं अपनी वृत्तिक हैसियत में अवचार का बोधी पाया गया (विशिष्टियाँ संलग्न हैं)

रजिस्ट्रीकृत मूल्यांकन के हस्ताक्षर

तारीख

स्थान

प्रत्यक्ष—ग-1 उपावग

तकनीकी व्योरे	मुख्य उप-भवन	कर्म-भारी	गैराज पप गृह
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1. मंजिलों की संख्या और प्रत्येक मंजिल की ऊँचाई।
2. प्रत्येक मंजिल का कुर्सीक्षेत्र (मा० मा० 3861-1986 के अनु-सार।
3. सन्निर्माण का वर्ष।
4. प्राविकलित भावी जीवन।
5. सन्निर्माण का प्रकार — भार वहन करने वाली दीवार/भार० सी० सी० फेम/इस्पल फेम।
6. सीब का प्रकार।
7. दीवारें (क) तहखाना और कुर्सी (ख) पहली मंजिल। (ग) पहली मंजिल के ऊपर का ऊपरी-बाँचा।
8. विभाजन (पार्टीशन)
9. दरवाजे और खिड़कियाँ (मंजिल वार) (क) पहली मंजिल (ख) दूसरी मंजिल (ग) तीसरी मंजिल आदि

फस (जिल वार)

- (क) पहली मंजिल
(र) दूसरी मंजिल
(ग) तीसरी मंजिल

आदि

11. परिष्कृत (मंजिल वार)

- (क) पहली मंजिल
(ख) दूसरी मंजिल
(ग) तीसरी मंजिल

आदि

12. छवाई और खुली छत

13. विशेष वास्तु संबंधी या मज्जायुक्त विशिष्टता, यदि कोई हो।

14. (i) आंतरिक वायुमंडल-मत्तही या तारनाली।

- (ii) फिटिंग का वर्ग उत्कृष्ट/मामूली/घटिया?

15. स्वच्छता प्रतिष्ठापन:

- (क) (i) जलकोष्ठों (क्लोजेट) की सं०

(ii) जीन पात्रों की संख्या

(iii) मूत्रालयों की सं०

(iv) सिक्कों की संख्या

(v) म्यान-टबों की सं०

(vi) बाइडेट्स की सं०

(vii) हमामों की संख्या

- (ख) फिटिंग का वर्ग।

उत्कृष्ट रंगीन/उत्कृष्ट सफेद/
मामूली।

16. अहाते की दीवार

- (i) ऊंचाई और लंबाई

- (ii) सन्निर्माण का प्रकार

17. लिफ्टों की संख्या और धारिता

18. भूमिगत हौदी-धारिता और सन्निर्माण का प्रकार।

19. उपरली टंकी

- (i) कहां स्थित है

- (ii) धारिता

- (iii) सन्निर्माण का प्रकार

20. पम्प-संख्या और उनकी अश्व-शक्ति

21. अहाते के भीतर सड़कें और खड्डें, खड्डों का अनुमानित क्षेत्र और प्रकार।

22. मलमूत्र निस्तारण-क्या सार्वजनिक मलसुरंग से संबंध है। यदि मलाशयों का प्रबंध हो तो उनकी संख्या और धारिता।

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

टिप्पणः—इस उपाबंध में इस प्रकार आवश्यक उपांतरण किए जा सकते हैं ताकि यह उस संपत्ति को, जिसका मूल्यांकन किया गया, भी लागू हो सके।

प्रकरण-2

(नियम 8, देखिये)

काफी, चाय, रबड़ और इलायची बागानों से भिन्न कृषि भूमि के मूल्यांकन की रिपोर्ट

मनी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकक द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी संपत्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में वैसा उपदर्शन करे। यदि दी गई जगह पर्याप्त न हो तो व्योरे अलग-आलग पर सलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकक का नाम	रजिस्ट्रीकरण सं०		
1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।			
2. वह तारीख जिसको मूल्यांकन किया गया।			
3. कृषि भूमि के स्वामी/स्वामियों के नाम।			
4. यदि कृषि भूमि संयुक्त स्वामित्व/सह-स्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश। क्या अंश अविभक्त है?			
5. कृषि भूमि की विशेषताएं:---			
क्र०सं० भूमि (भूमियों) की सर्वेक्षण संख्या (संख्याएं)	ग्राम, तहसील और जिला जहां वह स्थित हो	भूमि का क्षेत्र (हेक्टेयर में)	
(1)	(2)	(3)	(4)
भूमि (भूमियों) का वर्गीकरण, जैसा कि भू-राजस्व अभिलेख में दिया गया है, जैसे नेहरी, छाही बंजर, आदि	वर्ष के दौरान उगाई गई फसल	वार्षिक भू-राजस्व यदि कोई हो	भू-राजस्व
(5)	(6)	(7)	

6. क्या भूमि किसी ऐसे क्षेत्र में पड़ती है जो सरकारी या किसी कानूनी निकाय की किसी नगर आयोजना स्कीम या किसी विकास योजना के अन्तर्गत है? यदि ऐसा हो तो विशिष्टियां दें।

7. भूमि के विशेष लक्षण जैसे भूमिका गुण और उर्वरता, उपलब्ध सिंचाई की पद्धति (अर्थात्, क्या कुएं, विद्युत नल-कूप या नहर से), ग्राम, नगर और बाजार से निकटता, बाजार तक पहुंचने के लिए उपलब्ध सड़कें और भूमि की उपज के परिवहन की सुविधाएं और साधन, क्या स्वयं स्वामी या अभिधारी द्वारा खेती की जाती है। कोई अन्य विशिष्टताएं, जो भूमि के मूल्य को प्रभावित करती हों, विनिर्दिष्ट रूप से लिखी जाएं।

8. विक्रय का कोई सट्टण मामला जिसपर निर्भर किया गया।

(क) क्या वह लगभग समान संपत्ति है या साधारणतः समान संपत्ति है (समानता या भिन्नता का व्योरा दें)

(ख) उसी परिच्छेद में है या यदि विश्व परिच्छेद

में हो तो कितनी दूरी पर ।

(ग) संव्यवहार की तारीख ।

(घ) विक्रय कीमत और एकक मूल्य ।

9. अपनाया गया एकक मूल्य (यहां रजिस्ट्रीकृत मूल्यांकक को भूमि का मूल्यांकन करने में उसके द्वारा अपनाई गई पद्धति का विस्तार से वर्णन करना चाहिए और उपदर्शित करना चाहिए कि मूल्य किस प्रकार निकाला गया ।

10. भूमि (यों) का मूल्य ।

11. मैं एतद्द्वारा घोषणा करता हूं कि:-

(क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;

(ख) मेरा मूल्यांकित भूमि में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;

(ग) मैंने भूमि का स्वयं निरीक्षण किया है और मैंने ग्राम/तहसील के राजस्व अभिलेखों की परीक्षा की है ;

(घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डादिष्ट किया गया, या

मैं अपराध के लिए सिद्धबोध ठहराया गया और, की अवधि के लिए कारावास से दण्डादिष्ट किया गया (अपराध और दण्डादेश की विशिष्टियां संलग्न हैं) ; और

(ङ) मैं अपनी वृत्तिका हैमियत में अवचार का बोधो नहीं पाया गया,

या

मैं अपनी वृत्तिका हैमियत में अवचार का बोधो पाया गया (विशिष्टियां संलग्न हैं) ।

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

तारीख-----

स्थान-----

प्रकरण १-3

(नियम ४ घ देखिए)

काफी, चाय, रबड़ या इलायची बागान के मूल्यांकन की रिपोर्ट

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकन द्वारा दिए जाएं । यदि कोई विशिष्ट प्रश्न ऐसी संपत्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में वैसा उपदर्शित करें । यदि दी गई जगह पर्याप्त न हो तो ध्येरे अलग कागज पर संलग्न किया जाएं ।

रजिस्ट्रीकृत मूल्यांकक का नाम

रजिस्ट्रीकरण सं०

1. वह प्रगोजन जिसके लिए मूल्यांकन किया गया ।
2. वह तारीख जिसको मूल्यांकन किया गया ।
3. बागान के स्वामी/स्वामियों के नाम ।
4. यदि बागान संयुक्त स्वामित्व/सह-स्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश । क्या अंश अविभक्त है ?

15 G of I/72-4

5. बागान की विशिष्टियां :

क्र सं० बागान के प्रकार बागान (बागानों) की ग्राम, तहसील और (अर्थात् काफी, चाय सर्वेक्षण सं० जिला जहां वे रबड़ या इलायची (संख्याएं) स्थित हैं बागान हैं)

(1) (2) (3) (4)

बागान का क्षेत्र (हेक्टेयर में)

बागान का वर्गीकरण जैसा कि भू-राजस्व अभिलेखों में दिया गया है ।

वार्षिक भू-राजस्व, यदि कोई हो

(5)

(6)

(7)

6. बागान के विशेष लक्षण जैसे मिट्टी की प्रकृति, भूमि का कुलान, वार्षिक वर्षा, उपज के अधीन क्षेत्र, पौधों या झाड़ियों की आयु, गत तीन वर्षों के दौरान उगाई गई फसल का मूल्य, आदि ।

7. विक्रय का निर्भर योग्य कोई सवृक्ष मामला जिस पर निर्भर किया गया ।

8. बागान का मूल्य :

(यहां रजिस्ट्रीकृत मूल्यांकक को बागान का मूल्यांकन करने में उसके द्वारा अपनाई गई पद्धति का विस्तार से वर्णन करना चाहिए और उपदर्शित करना चाहिए कि मूल्य किस प्रकार निकाला गया) ।

मैं एतद्द्वारा घोषणा करता हूं कि:-

(क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;

(ख) मेरे मूल्यांकित बागान में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;

(ग) मैंने बागान (नों) का स्वयं निरीक्षण किया है और मैंने ग्राम/तहसील के राजस्व अभिलेखों की परीक्षा की है ;

(घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डादिष्ट किया गया ; या

मैं अपराध के लिए सिद्धबोध ठहराया गया और की अवधि के लिए कारावास से दण्डादिष्ट किया गया (अपराध और दण्डादेश की विशिष्टियां संलग्न हैं) और

(ङ) मैं अपनी वृत्तिका हैमियत में अवचार का बोधो नहीं पाया गया, या

मैं अपनी वृत्तिका हैमियत में अवचार का बोधो पाया गया (विशिष्टियां संलग्न हैं)

तारीख-----

स्थान-----

रजिस्ट्रीकृत मूल्यांकन के हस्ताक्षर

प्ररूप ण—4

(नियम 8 घ देखिए)

बनों के मूल्यांकन की रिपोर्टें

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकन द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी संपत्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में बैसा उपदर्शित करे। यदि दी गई जगह पर्याप्त न हो तो ब्योरे अलग कागज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकक का नाम	रजिस्ट्रीकरण सं०
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1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. वन के स्वामी/स्वामियों के नाम।
4. यदि वन संयुक्त स्वामित्व-सह-स्वामित्व के अधीन हो तो प्रत्येक स्वामी का भ्रंश अविभक्त हैं।
5. वह तहसील और जिला जहाँ वन स्थित है।
6. वन का क्षेत्र (हेक्टेयर में)
7. वन का मूल्यांकन।

(उन विभिन्न बातों को, जिनको ध्यान में रखा गया हो जैसे लकड़ी की किस्म वन की सघनता लकड़ी के परिवहन की पद्धति आदि को ब्योरे वार उपदर्शित करते हुए, मूल्यांकन करना चाहिए :)

मैं एतद्वारा घोषणा करता हूँ कि :—

- (क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;
- (ख) मेरा मूल्यांकन वन में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;
- (ग) मैंने वन स्वयं निरीक्षण किया है और मैंने तहसील जिले के राजस्व अभिलेखों की परीक्षा की है ;
- (घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डादिष्ट किया गया था
- मैं अपराध के लिए सिद्धबोध ठहराया गया और की अवधि के लिए कारावास से दण्डादिष्ट किया गया।
- (अपराध और दण्डादेश की विशिष्टियां संलग्न हैं) ; और
- (ङ) मैं अपनी वृत्तिक हैसियत में अवचार का दोषी नहीं पाया गया ; या
- मैं अपनी वृत्तिक हैसियत में अवचार का दोषी पाया गया (विशिष्टियां संलग्न हैं)।

तारीख —————
स्थान —————

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

प्ररूप ण—5

(नियम 8 घ देखिए)

खान और खदान के मूल्यांकन की रिपोर्टें

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकक द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी संपत्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में बैसा उपदर्शित करे। यदि दी गई जगह पर्याप्त न हो तो ब्योरे अलग कागज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकक का नाम	रजिस्ट्रीकरण सं०
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1. वह प्रयोजन जिस के लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. खान/खदान के स्वामी/स्वामियों के नाम।
4. यदि खान/खदान संयुक्त स्वामित्व/सह-स्वामित्व के अधीन हो तो प्रत्येक स्वामी का भ्रंश क्या भ्रंश अविभक्त है?
5. खान/खदान का नाम और अवस्थिति।
6. खान/खदान का क्षेत्र।
7. भूमीनरी, गंधर्व, भवन और फर्निचर और फिटिंग को छोड़ कर खान/खदान का मूल्यांकन (मूल्यांकक उन बातों, जिनको पिछले तीन वर्षों के दौरान, औसत वार्षिक उत्पादन सम्मिलित करने हुए, ध्यान में रखा गया हो, जैसे निष्कर्षणीय आरभितियां, निष्कर्षण के लिए उपलब्ध क्षेत्र, पत्तों की मोटाई विकास का प्रक्रम, स्तंभ हटाना, भूगर्भ संस्वच्छी विघ्न, आदि का ब्योरेवार वर्णन करे।

8. मैं एतद्वारा घोषणा करता हूँ —

- (क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;
- (ख) मेरा मूल्यांकन खान/खदान में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;
- (ग) मैंने खान/खदान का स्वयं निरीक्षण किया है और मैंने तहसील जिले के राजस्व अभिलेखों की परीक्षा की है ;
- (घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डादिष्ट किया गया ; या
- मैं अपराध के लिए सिद्धबोध ठहराया गया और अवधि के लिए कारावास से दण्डादिष्ट किया गया (अपराध और दण्डादेश की विशिष्टियां संलग्न हैं) और
- (ङ) मैं अपनी वृत्तिक हैसियत में अवचार का दोषी नहीं पाया गया ; या
- मैं अपनी वृत्तिक हैसियत में अवचार का दोषी पाया गया (विशिष्टियां संलग्न हैं)।

तारीख —————
स्थान —————

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

प्रत्येक - 6
(नियम 8 घ देखिए)

स्टाक, अण, दिवेंचर प्रतिष्ठा, भागीदारी फर्म में के अण और कारबार की आस्तियां जिनमें सांख्यिक सम्मिलित हैं, के मूल्यांकन की रिपोर्ट।

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकक द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी आस्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में वैसा उपदेशित करे। यदि दी गई जगह पर्याप्त न हो तो व्योरे अलग कागज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकक का नाम रजिस्ट्रीकरण सं०

1. वह प्रयोजन जिस के लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. उन आस्तियों के स्वामी (स्वामियों) के नाम जिनका मूल्यांकन किया गया।
4. यदि आस्ति संयुक्त स्वामित्व/सहस्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश।
5. उन आस्तियों का पूरा विवरण जिनका मूल्यांकन किया गया।
6. प्रश्नगत आस्तियों का मूल्यांकन (मूल्यांकक विभिन्न बातों का व्योरेवार वर्णन करे, जिनको ध्यान में रखा गया है। अंशों का मूल्यांकन करते समय, प्रश्नगत कंपनी का लाभ, उसकी लाभांश नीति, उद्योग और कंपनी की संभाव्यताएं प्रबंध में के व्यक्तियों के के नियंत्रक हित की प्रकृति और विस्तार, अविक्रेयता से संबंधित बातें, विशेष क्रेताओं के लिए प्राकर्षण क्षमता, पूंजी अधिमूल्यन की संभाव्यताएं और अन्य सुसंगत बातें ध्यान में रखी जाएं। जहां मूल्यांकन-धन-कर अधिनियम, 1957 के अनुसार किया गया है वहां वह विशिष्ट नियम जिसके अनुसार मूल्यांकन किया गया और उक्त नियम के अनुसार पूर्ण संगणना उपदेशित की जाएं।)
7. मैं एतद्वारा घोषणा करता हूँ कि —
 - (क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;
 - (ख) मेरा मूल्यांकित आस्तियों में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;
 - (ग) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डाविष्ट किया गया, या मैं अपराध के लिए सिद्धबोध ठहराया गया और अवधि के लिए कारावास से दण्डाविष्ट किया गया (अपराध और दण्डावेश की विशिष्टियां संलग्न हैं) ; और
 - (घ) मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी नहीं पाया गया, या मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी पाया गया (विशिष्टियां संलग्न हैं)।

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

तारीख—
स्थान—

प्रत्येक - 7
(नियम 8 घ देखिए)

मशीनरी के संयंत्र के मूल्यांकन की रिपोर्ट

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकक द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी आस्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में वैसा उपदेशित करे। यदि दी गई जगह पर्याप्त न हो तो व्योरे अलग कागज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकक का नाम रजिस्ट्रीकरण सं०

1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. उस मशीनरी/संयंत्र के स्वामी/स्वामियों के नाम जिसका मूल्यांकन किया गया।
4. यदि आस्ति संयुक्त स्वामित्व/सहस्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश।
5. मशीनरी/संयंत्र का वर्णन और वह प्रयोजन जिसके लिए उसका उपयोग किया गया।
6. मशीनरी/संयंत्र का मूल्यांकन।
(मूल्यांकक, मशीनरी/संयंत्र के मूल, विनिर्माता का नाम, मूल कीमत, यदि स्वामी प्रथम स्वामी न हो तो स्वामी के लिए कीमत, विनिर्माण का वर्ष, वैसी ही नई मशीनरी/संयंत्र की विद्यमान बाजार कीमत और अन्य सुसंगत बातों का व्योरेवार वर्णन करे।)
7. मैं एतद्वारा घोषणा करता हूँ कि —
 - (क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है ;
 - (ख) मेरा मूल्यांकित मशीनरी/संयंत्र में कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;
 - (ग) मैंने मशीनरी/संयंत्र का स्वयं निरीक्षण किया है।
 - (घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से दण्डाविष्ट किया गया, या मैं अपराध के लिए सिद्धबोध ठहराया गया और अवधि के लिए कारावास से दण्डाविष्ट किया गया (अपराध और दण्डावेश को विशिष्टियां संलग्न हैं) ; और
 - (ङ) मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी नहीं पाया गया, या मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी पाया गया (विशिष्टियां संलग्न हैं)।

रजिस्ट्रीकृत मूल्यांकक के हस्ताक्षर

तारीख—
स्थान—

प्रकरण - 8

(नियम 8 ध देखिए)

आभूषण के मूल्यांकन की रिपोर्ट

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकन के द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी भास्ति को, जिसका मूल्यांकन किया गया लागू नहीं होता तो वह उसके बारे में बैसा उपदर्शित करे। यदि दो गई जगह पर्याप्त न हो तो व्योरे अलग अलग कणज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकन का नाम रजिस्ट्रीकरण सं०

1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. आभूषण के स्वामी/स्वामियों के नाम।
4. यदि भास्ति संयुक्त/स्वामित्व/सहस्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश।
5. आभूषण की प्रत्येक मद का वर्णन।
6. आभूषण की प्रत्येक मद का कुल सकल भार।
7. आभूषण की प्रत्येक मद में की बहुमूल्य धातु/ जैसे सोना, चांदी, प्लैटिनम, आदि का शुद्ध भार।
8. प्रत्येक बहुमूल्य या कम-मूल्य रत्न का वर्णन चाहे वह किसी आभूषण में जड़ा पहनने के कपड़े, आदि में लगा हो या नहीं।
9. कैरट में प्रत्येक ऐसे बहुमूल्य या कम मूल्य रत्न का भार।
10. प्रत्येक बहुमूल्य या कम मूल्य रत्न का मूल्य और सभी ऐसे रत्नों का कुल मूल्य।
11. आभूषण की सभी मदों में बहुमूल्य धातु को अन्तर्बस्तु का मूल्य।
12. आभूषण का कुल मूल्य।
(मूल्यांकन आभूषण के विशेष लक्षण, यदि कोई हों जैसे उसका पुरातन मूल्य, मौन्दर्य मूल्य आदि का वर्णन करे।)
13. मैं एतद्वारा घोषणा करता हूँ कि—
(क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है;
(ख) मेरा मूल्यांकित आभूषण में कोई प्रत्यक्ष या अप्रत्यक्ष हिन नहीं है;
(ग) मैंने आभूषण का स्वयं निरीक्षण किया है;
(घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की किसी अवधि से वण्डाविष्ट किया गया, या मैं अपराध के लिए सिद्धबोध ठहराया गया और अवधि के लिए कारावास से वण्डाविष्ट किया गया।
(अपराध और वण्डावेश की विशिष्टियां संलग्न हैं);
(ङ) मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी नहीं पाया गया, या मैं अपनी वृत्तिक हैसियत में अवचार के लिए दोषी पाया गया (विशिष्टियां संलग्न हैं)

रजिस्ट्रीकृत मूल्यांकन के हस्ताक्षर

प्रकरण - 9

(नियम 8 ध देखिए)

कलाकृति के मूल्यांकन की रिपोर्ट

सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकन द्वारा दिए जाएं। यदि कोई विशिष्ट प्रश्न ऐसी भास्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में बैसा उपदर्शित करे। यदि दो गई जगह पर्याप्त न हो तो व्योरे अलग अलग कणज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकन का नाम रजिस्ट्रीकरण सं०

1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. मूल्यांकित भास्ति के स्वामी/स्वामियों के नाम।
4. यदि भास्ति संयुक्त स्वामित्व/सहस्वामित्व के अधीन हो तो प्रत्येक स्वामी का अंश ?
5. मूल्यांकित भास्ति का पूरा वर्णन
(मूल्यांकन उन विभिन्न बातों का व्योरेवार वर्णन करे जिनको मूल्यांकन करते समय ध्यान में रखा गया है।
7. मैं एतद्वारा घोषणा करता हूँ कि—
(क) ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और ठीक है;
(ख) मेरा मूल्यांकित कलाकृति में कोई प्रत्यक्ष या अप्रत्यक्ष हिन नहीं है।
(ग) मैंने कलाकृति का स्वयं निरीक्षण किया है।
(घ) मैं किसी अपराध के लिए सिद्धबोध नहीं ठहराया गया और न कारावास की अवधि से वण्डाविष्ट किया गया, या मैं अपराध के लिए सिद्धबोध ठहराया गया और अवधि के लिए कारावास से वण्डाविष्ट किया गया (अपराध और वण्डावेश की विशिष्टियां संलग्न हैं); और
(ङ) मैं अपनी वृत्तिक हैसियत में अवचार के लिये दोषी नहीं पाया गया, या मैं अपनी वृत्तिक हैसियत में अवचार के लिये दोषी पाया गया (विशिष्टियां संलग्न हैं)

रजिस्ट्रीकृत मूल्यांकन के हस्ताक्षर

तारीख

स्थान

तारीख

स्थान

प्ररूप ण-10

(नियम 8 घ देखिए)

आजीवन हित उत्तरभोग और प्रत्याशा में हित के मूल्यांकन को रिपोर्ट सभी प्रश्नों के उत्तर रजिस्ट्रीकृत मूल्यांकन द्वारा दिए जाएं; यदि कोई विशिष्ट प्रश्न ऐसी आस्ति को, जिसका मूल्यांकन किया गया, लागू नहीं होता तो वह उसके बारे में वैसा उपदर्शित करे। यदि दो गई जगह पर्याप्त न हो तो व्योरे अलग कागज पर संलग्न किए जाएं।

रजिस्ट्रीकृत मूल्यांकन का नाम

रजिस्ट्रीकरण सं०

1. वह प्रयोजन जिसके लिए मूल्यांकन किया गया।
2. वह तारीख जिसको मूल्यांकन किया गया।
3. उस व्यक्ति की विशिष्टियां जिसके हितका मूल्यांकन किया गया—
(क) नाम और पता
(ख) जन्म की तारीख
4. हित को यथावत् प्रकृति
(उस न्यास-विलेख, बिल आदि को प्रति संलग्न करें जिसके अन्तर्गत हित व्युत्पन्न हुआ।)
5. आजीवन अभिधारी की विशिष्टियां—
(क) नाम और पता :
(ख) जन्म की तारीख :
(यदि दो या दो से अधिक आजीवन अभिधारों हों तो प्रत्येक की विशिष्टियां दे।)
6. न्यास-निधि को विद्यमान स्थिति के संबंध में पूरी विशिष्टियां), जिनके अन्तर्गत निम्नलिखित हैं —
(क) आस्तियों का पूरा ब्योरा, जिसमें हिताधिकारियों को दिए गए ऐसे उद्धार सम्मिलित हैं जिनको वितरण के समय ध्यान में रखा जाना है,
(ख) निधि से पूरे किये जाने वाले सभी बायत्वों का पूरा ब्योरा,
(ग) निधि को आय।
7. आय/सम्पदा में आजीवन अभिधारी/उत्तरभोगी के अंश के प्राक्कलित मूल्य को संयोजना और जिसमें, जहां कहीं लागू हो, प्राक्कलन करते समय अपनाई गई मात्रा और ग्रहण की गई सम्पदा गुरु की दर उपविधान को गई हो।
(वे प्रमाणपत्र/मूल्यांकन रिपोर्ट संलग्न की जाएं जिन पर प्राक्कलन आधारित है।)
8. निम्नलिखित के सम्बन्ध में मूल्यांकन सूत्र और ग्रहण
(क) अनित्यता
(ख) हित
9. अन्य टिप्पणियां यदि कोई हो।
10. बीमाकर्ता द्वारा प्रतिनिधित्वित हित का मूल्य।
11. मैं एतद्वारा घोषणा करता हूँ कि—
(क) ऊपर दी गई जानकारी मेरे समस्त ज्ञान और विश्वास के अनुरार सही और ठीक है ;
(ख) मेरा, आजीवन हित/उत्तरभोग/प्रत्याशा में जिसका मूल्यांकन किया गया, कोई प्रत्यक्ष या अप्रत्यक्ष हित नहीं है ;

(ग) मैं किसी अपराध के लिए सिद्ध दोष नहीं ठहराया गया और न कारावास की को अवधि से दण्डाविष्ट किया गया,
या

मैं अपराध के लिए सिद्ध दोष ठहराया गया और अवधि के लिए कारावास से दण्डाविष्ट किया गया अपराध और दण्डादेश की विशिष्टियां संलग्न हैं);

(ङ) मैं अपनी वृत्तिक हेमियत में अवचार के लिए दोषी नहीं पाया गया।

या

मैं अपनी वृत्तिक हेमियत में अवचार के लिए दोषी पाया गया (विशिष्टियां संलग्न)

रजिस्ट्रीकृत मूल्यांकन के हस्ताक्षर

तारीख.....

स्थान.....

[सं० 227/फा० सं० 143(6)/72-टोपोएल]

आ० पी० भारद्वाज सचिव

नई दिल्ली, तारीख 15 नवम्बर, 1972

का०आ० 4041- आयकर अधिनियम, 1961 (1961 का 43) की धारा 295 द्वारा प्रवर्तन शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, आयकर नियम, 1962 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाता है, अर्थात्:-

1. (1) इन नियमों का नाम आयकर (चतुर्थ संशोधन) नियम, 1972 है।
- (2) इन नियमों के, नियम 3 में भिन्न, उपबंध 15 नवम्बर, 1972 को प्रवृत्त होंगे; और नियम 31, जनवरी, 1973 को प्रवृत्त होगा।

2. आयकर नियम, 1962 (जिसे इसमें इसके पञ्चात् मूल नियम कहा गया है) में, भाग 10-क के पञ्चात्, निम्नलिखित भाग अन्तः स्थापित किया जाएगा, अर्थात्:-

“भाग 10-ख”

अध्याय 20 क क अधीन स्थावर संपत्ति का अर्जन

48घ. सक्षम प्राधिकारी की अधिकारिता :-जहाँ कोई स्थावर संपत्ति दो या दो से अधिक राक्षम प्राधिकारियों की स्थानीय सीमाओं के अन्तर स्थित है, वहाँ ऐसा सक्षम प्राधिकारी, जिसको अधिकारिता के अन्तर ऐसे रजिस्ट्रीकर्ता अधिकारी का कार्यालय जिसने ऐसी संपत्ति को बाबत अन्तरण-लिखत रजिस्ट्रीकृत किया हो, स्थित है, ऐसी संपत्ति के संबंध में अध्याय 20क के अधीन सक्षम प्राधिकारी क कृत्यों का पालन करने के लिए सक्षम प्राधिकारी होगा।

48ङ. अर्जन के लिए सूचना के प्रकाशन की रीति :-किसी स्थावर संपत्ति की बाबत धारा 269 घ को उपधारा (1) के अधीन सूचना के माार की, उस परिक्षेत्र में जिसमें ऐसी संपत्ति स्थित है, उस जिले की भाषा में छोल पिटवाकर या अन्य प्रचलित रीति से उद्घोषणा द्वारा जानकारी कराई जाएगी।

48च. अपील अधिकरण की अपील का प्ररूप :-अपील अधिकरण को धारा 269छ के अधीन कोई अपील प्ररूप सं० 37च में की जाएगी और अपील का प्ररूप उससे संलग्न अपील के आधार पर और सत्यपान का प्ररूप नियम 45 के उप-नियम (2) में विनिर्दिष्ट व्यक्ति द्वारा हस्ताक्षरित किए जाएंगे।

48छ. स्थावर संपत्ति के अन्तरण की बाबत दिया जाने वाला विवरण:- धारा 269ज की उपधारा (1) के अधीन रजिस्ट्रीकर्ता अधिकारी को दिए जाने

के लिए प्रादेशित विवरण प्ररूप सं० 37छ में होगा, और अन्तर्गती द्वारा उसमें उपदर्शित रीति से हस्ताक्षरित और सत्यापित किया जाएगा।

48अ. रजिस्ट्रीकर्ता अधिकारी द्वारा सक्षम प्राधिकारी को भेजी जाने वाली पालिका विवरणी का प्ररूप :- धारा 269त की उपधारा (2) के खंड (ख) के अधीन रजिस्ट्रीकर्ता अधिकारी द्वारा सक्षम प्राधिकारी को भेजी जाने वाली विवरणी प्ररूप सं० 37ज में होगी और उसमें उपदर्शित रीति से सत्यापित की जाएगी।

3. मूल नियमों के नियम IIIक के पश्चात् निम्नलिखित नियम अन्तः स्थापित किए जाएंगे, अर्थात्:-

"IIIक. मूल्यांकन अधिकारी को निर्देश करने के लिए शर्तें-आर्स्टि के मूल्य की प्रतिपातना और धारा 55क के खंड (ख) के उपखंड (i) में निर्दिष्ट रकम, क्रमशः, 15 प्रतिशत और 25,000 रु० होगी।

IIIकख. रजिस्ट्रीकृत मूल्यांकन द्वारा मूल्यांकन की रिपोर्ट का प्ररूप :- किसी आर्स्टि की बाबत रजिस्ट्रीकृत मूल्यांकन द्वारा मूल्यांकन की रिपोर्ट, धन-कर नियम, 1957 के नियम 8घ से विनिर्दिष्ट समुचित प्ररूप में दी जाएगी, और उस प्ररूप में उपदर्शित रीति से सत्यापित की जाएगी।"

4. मूल नियमों के नियम 121 के पश्चात् निम्नलिखित नियम अन्तः स्थापित किए जाएंगे, अर्थात्:-

"122. बेनामी धारित संपत्तियों की बाबत सूचना:- बेनामी धारित किसी संपत्ति का वास्तविक स्वामी होने का दावा करने वाले किसी व्यक्ति द्वारा धारा 281क की उपधारा (i) के खंड (ग) के अधीन आयकर अधिकारी को दी जाने वाली सूचना प्ररूप सं० 53 में होगी।

123. विवरणी से उदाहरण या सूचना की प्रमाणित प्रति अतिप्राप्त करने के लिए 281क(2) के अधीन आवेदन:- आय या शुद्ध-धन की किसी विवरणी से मुसंगत उद्धरण या धारा 281क की उपधारा (i) के खंड (ग) के अधीन दी गई सूचना की प्रमाणित प्रति देने के लिए धारा 281क की उपधारा (2) के अधीन आयकर अधिकारी को आवेदन प्ररूप सं० 54 में किया जाएगा।

124. विवरणी से उदाहरण या सूचना की प्रमाणित प्रति अतिप्राप्त करने के लिए फीस :- आय या शुद्ध-धन की किसी विवरणी से उद्धरण या धारा 281क की उपधारा (i) के खंड (ग) के अधीन दी गई सूचना की प्रमाणित प्रति जारी करने के लिए संदत्त की जाने वाली फीस प्रत्येक ऐसे उद्धरण या प्रति के लिए 2 रु० होगी।"

5. मूल नियमों के परिशिष्ट 2 में, :-

(i) प्ररूप सं० 37क के पश्चात् निम्नलिखित प्ररूप अन्तः स्थापित किए जाएंगे, अर्थात्:-

"प्ररूप सं० 37क"

(नियम 48ख देखिए)

अपील अधिकरण की सक्षम प्राधिकारी के आदेश के विरुद्ध अपील का प्ररूप आयकर अपील अधिकरण, _____

*अपील सं० _____ वर्ष _____

अपीलार्थी	बनाम	प्रत्यार्थी
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1. वह राज्य/संघ राज्यक्षेत्र जिसमें उस आदेश को पारित करने वाले सक्षम प्राधिकारी का कार्यालय स्थित है जिसके विरुद्ध अपील की गई है।

2. उस आदेश को पारित करने वाला सक्षम प्राधिकारी जिसके विरुद्ध अपील की गई है।

3. उस आदेश की तारीख जिसके विरुद्ध अपील की गई है।

**4. उस आदेश की प्रति के तामील करने की तारीख जिसके विरुद्ध अपील की गई है।

5. वह पता जिस पर अपीलार्थी को सूचना भेजी जाएगी।

6. वह पता जिस पर प्रत्यार्थी को सूचना भेजी जाएगी।

7. अपील में मांगी गई राहत।

अपील का आधार

1.

2.

3.

4.

घाति

हस्ताक्षर

(अपीलार्थी)

सत्यापन

मैं, _____, अपीलार्थी, एतद्वारा घोषणा करता हूँ कि जो कुछ ऊपर कहा गया है वह मेरी सर्वोत्तम जानकारी और विश्वास के अनुसार सही है।

आज-19-____के/की-____के _____ दिन सत्यापित किया गया

हस्ताक्षर

(अपीलार्थी)

टिप्पण :

1. अपील का ज्ञापन तीन प्रतियों में होना चाहिए और उसके साथ उस आदेश की जिसके विरुद्ध अपील की गई है दो प्रतियां (जिन में से कम से कम एक प्रमाणित प्रति हो) होनी चाहिए।

2. अपील के ज्ञापन के साथ 125 रु० फीस के होने चाहिए। यह सुझाव दिया जाता है कि फीस खजाने या भारतीय स्टेट बैंक की किसी शाखा या भारतीय विजय बैंक की किसी शाखा में सक्षम प्राधिकारी से खालान लेने के पश्चात् जमा की जानी चाहिए और खालान की तीसरी प्रति अपील अधिकरण की अपील के ज्ञापन के साथ भेजी जानी चाहिए। अपील अधिकरण बैंक, डाफ्ट, हुण्डी या अन्य परम्परागत लिखित स्वीकार नहीं करेगा।

3. अपील का ज्ञापन अंग्रेजी में लिखा जाना चाहिए और उसमें अपील के आधार, कोई तर्क या वृत्त दिए बिना, संक्षिप्त रूप से और अलग-अलग शीर्षों में दिए जाने चाहिए और ऐसे आधार क्रमशः संख्यांकित किए जाने चाहिए।

*4. अपील की संख्या और वर्ष अपील अधिकरण के कार्यालय में भरी जाएगी।

**5. यह सभी भरा जाएगा जब अपील अन्तरक, अन्तरित या किसी ऐसे व्यक्ति द्वारा की गई हो जिसने संपत्ति के अर्जन के विरुद्ध सक्षम प्राधिकारी के समक्ष आवेदन किए थे।

*6. यदि जगह कम पड़ जाए तो इस प्रयोजन के लिए अलग से अनुमति प्रयोग किए जा सकते हैं।

प्ररूप सं० 37छ
(नियम 18छ देखिए)

अन्तरण-लिखत के साथ आयकर अधिनियम, 1961 की धारा 269न(i) के अधीन रजिस्ट्रीकर्ता अधिकारी को भेजा जाने वाला विवरण ।

1. अन्तरक का नाम और पता
2. अन्तरिती का नाम और पता
- * 3. अन्तरित संपत्ति का आरेख वर्णन अवस्थिति और अन्य विशिष्टियाँ जो अन्तरण-लिखत में की गई हैं ।
4. क्या भूमि माफी या पट्टाधृत है
5. भवन की दशा में—
(क) प्रत्येक मंजिल का कुर्सी क्षेत्र ;
(ख) वर्ष जिस में भवन बनाया गया
6. उन व्यक्तियों, यदि कोई हों, के नाम और पते, जिनके अधिभोग में संपत्ति है ।
- ** 7. किसी अन्य व्यक्ति (व्यक्तियों) के नाम और पते जो संपत्ति में हितवधु हैं ।
8. अन्तरण के लिए प्रतिकल ओ अन्तरण-लिखत में विवरणित है ।
- † 9. संपत्ति का प्रकलित उचित बाजार मूल्य ।
10. यदि अन्तरण विनियम के रूप में किया गया हो तो उन वस्तुओं का वर्णन और अवस्थिति जिनके बदले में संपत्ति का विनिमय किया गया है ।
11. मद 10 के सामने लिखत वस्तुओं का उचित बाजार मूल्य ।
12. यदि अन्तरण के लिए प्रतिकल प्राक्कलित उचित बाजार मूल्य से कम है तो—
(क) क्या अन्तरिती, अन्तरक का नातेदार है, और यदि ऐसा हो तो नातेदारी उपदर्शित करें ;
(ख) क्या हम आय का कोई परिवर्णन अन्तरण-लिखत में किया गया है कि अन्तरण नातेदारों को नैसर्गिक प्रेम और स्नेह के कारण उचित बाजार मूल्य से कम प्रतिकल के लिए किया गया है ।
13. क्या रजिस्ट्रीकरण अधिनियम, 1908 के अधीन रजिस्टर में दर्ज की गई संपत्ति की बिक्री के लिए कोई करार किया गया था ? यदि हाँ तो,
(क) करार तय करने की तारीख
(ख) करार की तारीख और रजिस्ट्रीकरण संख्या ।
(ग) करार में अभिलिखित अन्तरण के लिए प्रतिकल ।

(अन्तरिती के हस्ताक्षर)

सत्यापन

मैं, _____, एतद्वारा घोषणा करता हूँ कि जो कुछ ऊपर कहा गया है वह मेरी सर्वोत्तम जानकारी और विश्वास के अनुसार सही है ।

आज 19 _____ के/को _____ के _____ बिन सत्यापित किया गया ।

(अन्तरिती के हस्ताक्षर)

टिप्पण :—

1. *यदि जगह कम पड़ जाए तो इस प्रयोजन के लिए अलग से अनु-लग्नक प्रयोग किए जा सकते हैं ।
2. **“हितवधु व्यक्ति” के अन्तरित स्थावर सम्पत्ति के संबंध में वे सभी व्यक्ति हैं जो आयकर अधिनियम, 1961 के अध्याय 20 के अधीन उम सम्पत्ति के अर्जन के कारण संवेय प्रतिकर में हित का दावा करते हैं या दावा करने के हकदार हैं ।
3. †“उचित बाजार मूल्य” से, किसी अन्तरित स्थावर सम्पत्ति के संबंध में वह कीमत अभिप्रेत है जो उस संपत्ति के अन्तरण लिखत के निष्पादन की तारीख को खुले बाजार में विक्रय पर सामान्यतः उस स्थावर संपत्ति के लिए प्राप्त होती ।

प्ररूप सं० 37 ज
(नियम 49 ज देखिए)

रजिस्टर किए गए दस्तावेजों की बाबत आयकर अधिनियम, 1961 की धारा 269 न(2) (ख) के अधीन पाक्षिक विवरणी रजिस्ट्रीकर्ता का नाम,
पवाभिधान और पता

_____को समाप्त होने वाले पक्ष के लिए विवरणी मैं, प्ररूप सं० 37 छ में— _____विवरणों का एक समुच्चय इसके साथ भेज रहा हूँ जिसका ध्यानी नीचे दिया गया है :

कम सं०	दस्तावेज की रजिस्ट्रीकरण संख्या जिससे उस पक्ष के दौरान रजिस्टर की गई स्थावर संपत्ति का अन्तरण तात्पर्यित है	अन्तरिती का नाम	अन्तरण-लिखत में विवरणित प्रतिकल	रटाम्य-शुल्क के प्रयोजनों के लिए निर्धारित संपत्ति का मूल्य
1	2	3	4	5
1.				
2.				
3.				
4.				
5.				

**भादि

मैं प्रमाणित करता हूँ कि—

- (i) उपरोक्त विवरणों के अन्तरित वे सभी दस्तावेज हैं जिन से _____को समाप्त होने वाले पक्ष के दौरान मेरे द्वारा रजिस्टर की गई स्थावर संपत्तियों का अन्तरण तात्पर्यित है ;

(ii) पूर्वोक्त पक्ष के दौगल मुक्तको प्राप्त हुए प्ररूप सं० 37 छ में विवरणों का एक पूरा समुच्चय संलग्न है।

(iii) संलग्न विवरणों में मद सं० 1 से 4, 8, 10, 12, (ख) और 13 के सामने दी गई विशिष्टियां, अन्तरण लिखन से सत्यापित कर ली गई हैं और सही हैं ;

(iv) ऐसा कोई भी दस्तावेज, जिसमें स्थोवर संपत्ति का अन्तरण तात्पर्य है, उक्त पक्ष के दौगल मेरे द्वारा, प्ररूप सं० 37 छ में विहित विवरण प्राप्त किए बिना, रजिस्टर नहीं किया गया है ; और

(v) इस विवरणी में दी गई सभी विशिष्टियां सही और पूर्ण हैं।
रजिस्ट्रीकर्ता अधिकारी के हस्ताक्षर और पत्राभिधान

स्थान—
तारीख—
मुद्रा—
अनुलग्नक—

*“अन्तरण” शब्द से, किसी स्थावर संपत्ति के संबंध में, ऐसी संपत्ति का विक्रय या विनिमय के रूप में अन्तरण अभिप्रेत है।

**यदि जगह कम पड़ जाय, तो इस प्रयोजन के लिए, अलग से अनुलग्नक प्रयोग किए जा सकते हैं।

(ii) प्ररूप सं० 52 के पञ्चानु, निम्नलिखित प्ररूप अन्तः स्थापित किए जायेंगे, अर्थात् :—

प्ररूप सं० 53

(नियम 122 देखिए)

आयकर अधिनियम, 1961 की धारा 281 क(i) के अधीन
आयकर अधिकारी को सूचना

सेवा में,

आयकर अधिकारी,

महोदय,

*मैं/हम—, एतद्द्वारा आपको सूचित करने हैं कि संपत्ति, जिसकी विशिष्टियां नीचे दी गई हैं,
द्वारा मेरे/हमारे बेनामीदार के रूप में धारित है
और * मैं/हम उक्त संपत्ति का / के वास्तविक स्वामी हूँ/हैं।

(क) संपत्ति का व्योरेखार वर्णन।

(ख) बेनामीदार का पता।

(ग) तारीख जिसकी संपत्ति में अधिकार, हक या हित अर्जित किया गया था।

(घ) अधिकार, हक या हित अर्जित करने के लिए दिया गया प्रतिकल।

2. *मैं/हम पूर्वोक्त संपत्ति में अपना अधिकार प्रवर्तित करने के लिए
न्यायालय में बाब संस्थित करने के लिए प्रस्थापना करने हैं।

हस्ताक्षर—

स्थायी खाता संख्या

यदि कोई हो—

तारीख— पता—

*जो लागू न हो उसे काट दीजिए।

प्ररूप सं० 54

(नियम 123 देखिए)

आय या शुद्ध धन की विवरणी से उद्धरण या धारा 281 क (i) (ग) के अधीन सूचना की प्रमाणित प्रति अभिप्राप्त करने के लिए धारा 281 क (2) के अधीन आवेदन सेवा में,

आयकर अधिकारी,

महोदय,

यह कथन करना है कि संपत्ति, जिसकी विशिष्टियां नीचे दी गई हैं,—

(बेनामीदार का नाम और पता)

द्वारा *मेरे/हमारे बेनामीदार के रूप में धारित है।

संपत्ति का व्योरेखार वर्णन।

*पूर्वोक्त संपत्ति से आय निर्धारण वर्ष 19—19—से संबंधित * मेरी/हमारी आय की विवरणी में प्रकट कर दी गई है।

*पूर्वोक्त संपत्ति, निर्धारण वर्ष 19—19—से संबंधित * मेरी/हमारी शुद्ध धन की विवरणी में प्रकट कर दी गई है।

*पूर्वोक्त संपत्ति की बाबत धारा 281 क (i) (ग) के अधीन सूचना

*मेरे/हमारे द्वारा 19—के/को—के—दिन दी गई थी।

चूंकि *मैं/हम पूर्वोक्त संपत्ति में अपना अधिकार प्रवर्तित करने के लिए, न्यायालय में बाब संस्थित करने की प्रस्थापना करना हूँ/करते हैं, इस लिए यह निवेदन है कि—

(i) निर्धारण वर्ष 19—19—से संबंधित आय/शुद्ध धन की विवरणी से ऐसे सुसंगत उद्धरण, जिनमें यह दर्शाया गया हो कि *पूर्वोक्त संपत्ति/पूर्वोक्त संपत्तियों से आय उस निर्धारण वर्ष से संबंधित *आय/शुद्ध धन की विवरणी में प्रकट की गई थी, *मुझको/हमको जारी किए जायें।

(ii) धारा 281 क (i) (ग) के अधीन सूचना की प्रमाणित प्रति *मुझको/हमको जारी की जायें।

*मैं/हम 2 रु० के लिए प्राप्त हुआ खजाना चालान संलग्न करना हूँ/करते हैं जो विहित फीस ** के सदाय का साध्य है।

हस्ताक्षर—

तारीख—स्थायी खाता सं०—

स्थान—पता—

*जो लागू न हो उसे काट दीजिए।

**विहित फीस खजाना या भारतीय स्टेट बैंक या भारतीय रिजर्व बैंक की किसी शाखा में आयकर अधिकारी से चालान प्राप्त करने के पश्चात् जमा की जानी चाहिए।

[सं० 228/फा० सं० 142(30)/72-टी पी एल]

ओ० पी० भारद्वाज, सचिव

MINISTRY OF FOREIGN TRADE

New Delhi, the 25th November, 1972.

ORDER

S.O. 4042.—In pursuance of rule 8 of the Export of Frozen Lobster Tails (Inspection) Rules, 1971 the Central Government hereby directs that the following amendment shall be made to the notification of the Government of India in the Ministry of Foreign Trade No. S.O. 695 dated the 19th February, 1972 namely:—

In column (2) of the Table appearing below the said notification:

Under the heading "Madras Region (covering the States of Andhra Pradesh and Tamil Nadu and the Union Territory of Pondicherry)" for serial number 5, the following entry shall be substituted, namely:—

"5. Shri V. A. Kurien, M/s. Southern Seafoods (P) Ltd., Montieth Court, Montieth Road, Madras-8."

[No. 60(46)/68-FI&EP]

आदेश

कां० प्रा० 4042.—सिगा मछली के प्रशीतित पृष्ठ भाग का निर्यात (निरीक्षण) नियम, 1971 के नियम 8 के अनुसरण में, केन्द्रीय सरकार भारत सरकार के विदेश व्यापार मंत्रालय की अधिसूचना सं० कां० प्रा० 695 ता० 19 फरवरी, 1972 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना के नीचे दी गई सारणी के स्तंभ (2) में:—

"मद्रास क्षेत्र (जिसमें आन्ध्र प्रदेश तथा तमिलनाडु राज्य और पाण्डिचेरी का संघ राज्य क्षेत्र सम्मिलित है) शीर्षक के अन्तर्गत, क्रम सं० 5 के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:—

"5 श्री वी०ए० कुरियन,
मैसर्स सदर्स सी फूड्स (प्रा०) लि०,
मोन्टियथ कोर्ट मोन्टियथ रोड,
मद्रास-8"

[सं० 60(16)/68 नि०नि० तथा नि० सं०]

S.O. 4043.—In pursuance of rule 6 of the Export of Fish and Fish Products (Inspection) Rules, 1964, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Foreign Trade & Supply (Department of Foreign Trade) No. S.O. 3322 dated the 14th August, 1969, namely:—

In column (2) of the Table appearing below the said notification, under the heading "Madras Region" (Covering the States of Andhra Pradesh, Tamil Nadu and the Union Territory of Pondicherry)" for serial No. (5) and entries relating thereto the following shall be substituted namely:

Shri V. A. Kurien,
M/S. Southern Seafoods (P) Ltd.,
Montieth Court,
Montieth Road,
Madras-8."

[No. 6(2)/71-EI&FP]

M. K. B. BHATNAGAR,
Dy. Director (Export Promotion)

कां० प्रा० 4043.—मछली और मछली उत्पादों के निर्यात (निरीक्षण) नियम, 1964 के नियम 6 के अनुसरण में केन्द्रीय सरकार भारत सरकार के विदेश व्यापार और पूर्ति मंत्रालय (विदेश व्यापार विभाग) की अधिसूचना सं० कां० प्रा० 3322, ता० 14 अगस्त, 1969 में निम्नलिखित संशोधन एतद्वारा करती है, अर्थात्:—
15 G. of I—5.

उक्त अधिसूचना के नीचे दी गई सारणी के स्तंभ (2) में:—

"मद्रास क्षेत्र (जिसमें आन्ध्र प्रदेश, तमिलनाडु राज्य तथा पाण्डिचेरी संघ राज्य क्षेत्र भी सम्मिलित है)" शीर्षक के अन्तर्गत, क्रम सं० 5 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखी जाएगी, अर्थात्:—

"श्री वी०ए० कुरियन,
मैसर्स सदर्स सी फूड्स (प्रा०) लि०,
मोन्टियथ कोर्ट, मोन्टियथ रोड,
मद्रास-8."

[सं० 6(2)/71-नि०नि० तथा नि० सं०]

एम०के०बी० भटनागर,
उपनिदेशक (निर्यात संवर्धन)

OFFICE OF THE COLLECTOR OF CUSTOMS AND CENTRAL EXCISE

Cochin, the 13th October, 1972

CENTRAL EXCISE

S.O. 4044.—In exercise of the powers conferred on me under Rule 173-G(4) of the Central Excise Rules 1944, I hereby make the following further amendment to this Collectorate notification No. 4/71 dated 5-11-71, namely.

In the Table below the said Notification, against serial No: 17, Tariff Item No: 42, Pilfer proof caps, the following words may be added after Tinned sheets in column 4 and Aluminium Sheets.

[No. 2/72]

KAUSALYA NARAYANAN,
Collector.

केन्द्रीय उत्पाद शुल्क

कोचीन, 13 अक्टूबर, 1972

सां० कां० 4044.—की केन्द्रीय उत्पाद शुल्क नियमावली की 173-जी (4) नियम के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, एतद्वारा इस समाहर्ता कार्यालय की दिनांक 5-11-71 की अधिसूचना सं० 4/71 में निम्नांकित संशोधन करना हूँ। अर्थात्:—

उक्त अधिसूचना की नीचे दी गई सारणी के स्तंभ 4 में, क्रम सं० 17, टैरिफ मद सं० 42 पिलफर प्रूफ कैप के मागने तथा टीन की चादरो के बाद, निम्नांकित शब्द "एल्यूमिनियम चादर" और जोड़ दिए जाएं।

[नि० सं० 2/72]

कोण्डल्या नारायणन, समाहर्ता

Office of the Chief Controller of Imports and Exports

New Delhi, the 7th November, 1972.

ORDER

S.O. 4045.—In exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955 dated 7-12-1955 as amended, the undersigned hereby cancels the exchange control copy of the Import Licence No. G/RP/2440954/M/YY/23/C/H/23/CG. II dated 2-7-1966 for Rs. 13,340/- (Rs. thirteen thousand, three hundred and forty only) issued to the Chief Engineers (Electricity) Kothagundam and Ramagundam Projects, Opp. Bellavista Kairatabad, Hyderabad-4 (A.P.). The original Exchange Control Copy of the licence was utilised to the extent of Rs. 8980.96/- leaving a balance of Rs. 4359.04.

The reasons for the cancellation is that the exchange control copy of the licence has been lost/misplaced by the licence who had requested for the issue of a duplicate licence in lieu thereof.

[No. CG.II/HEP/AP-7/65-66]

M. E. THOMAS,
Dy. Chief Controller of Imports & Exps.
for Chief Controller of Imports and Exports.

नई दिल्ली, 7 नवम्बर, 1972

आवेश

का०प्रा० 4045.—यथा संशोधित आयात (नियंत्रण) आदेश, 1955 विनांक 7-12-1955 की धारा 9 द्वारा प्रदत्त अधिकारों का प्रयोग कर इसके द्वारा अधोहस्ता-क्षरी मुख्य-अभियन्ता (विद्युत) कोयामुंडम तथा रामानुजम परियोजना, ओपोजिट बेलबिस्ता कैराजाबाद, हैदराबाद-4 (आ०प्र०) को 13,340 रु० (तेरह हजार तीन सौ चालीस रुपये मात्र) के लए जारी किए गए लाइसेंस जी/धार पी/2440954/एम/वाई वार्ड/23/सी/एच/23/सी० जी० 2 विनांक 2-7-1966 की मुद्रा विनियम नियंत्रण को प्रति रद्द करता है। लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति का 8980-96 रु० तक उपयोग कर लिया गया था और उस पर 4,359-04 रु० शेष था।

इ को रद्द करने का कारण यह है क्योंकि उसके वकले में उसकी अनुलिपि लाइसेंस जारी करने के लिए आवेदन करने वाले द्वारा लाइसेंस की मुद्रा विनियम नियंत्रण प्रति खो गई/अस्थानस्थ हो गई है।

[संख्या : सी०जी० 2/एच०ई०पी०/ए० पी-7/65-66]

एम०ई० थोमस, उप मुख्य नियंत्रक,
कूते मुख्य नियंत्रक

(Office of the Joint Chief Controller of Imports and Exports)
New Delhi, the 8th June, 1972.

ORDER

S.O. 4046.—M/s. Raj Pal Hosiery Factory, 8387, Model Basti New Delhi, were granted Licence No. P/S/1701987/OR/40/D/31-32 dated 21-7-71 for the import of permissible components parts of hosiery machine excluding hosiery machine needles and defined in appendix 34 of A.M.72 Red Book for Rs. 1312/- only. (Rs. One Thousand three hundred and twelve only). They have applied for the issue of duplicate copy of custom purposes and exchange control purposes thereof on the ground that original custom purposes copy and exchange control purposes copy has been lost without having been registered with any custom house.

2. The applicant have filed an affidavit on stamped paper in support of their contention as required under para 318(2) read with appendix 8 of the I.T.O. hand book of Rules and Procedure 1972-73. I am satisfied that the original custom purposes copy and original exchange control purposes copy of the licence has been lost/misplaced.

3. In exercise of the powers conferred on me under clause 9(CC) import (control) order 1955, dated the 7th December, 1955, as amended upto date, I order cancellation of custom purposes copy and exchange control purposes copy of licence P/S/1701987/T/OR/40/D/31-32 dated 21-7-71.

The applicant is now being issued duplicate custom purposes copy and exchange control purposes copy of the said licence in accordance with para 318(2) of I.T.C. hand book of rules and procedure, 1972-73.

[F. No. NP.P/13/DEL. AM.71/AU.UT.CLA.]

संयुक्त-मुख्य नियंत्रक आयात-निर्यात का कार्यालय

नई दिल्ली, 8 जून, 1972

आवेश

का०प्रा० 4046.—सर्वश्री राजपाल होजरी फैक्ट्री, 8387, माडल बस्ती, नई दिल्ली को अप्रैल-मार्च, '72 रेड बुक के परिशिष्ट 34 में यथा परिभाषित होजरी सुइयों को छोड़कर होजरी मशीन के अनुमेय संघटक पुर्जों के आयात के लिए केवल, 1,312 रुपये (एक हजार तीन सौ बाइस रुपये मात्र) मूल्य का एक लाइसेंस संख्या पी०/एस०/1701987/टी०/ओ०आर०/40/डी०/31-32, दिनांक 21-7-71 प्रदान किया गया था। उन्होंने लाइसेंस की सीमा-शुल्क निकासी और मुद्रा विनियम नियंत्रण प्रतियों की अनुलिपियों के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी प्रति और मुद्रा विनियम नियंत्रण प्रति किसी सीमाशुल्क कार्यालय में पंजीकृत कराए बिना खो गई है।

2. अपने तक के समर्थन में आवेदकों ने आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि रेड बुक 1972-73 के परिशिष्ट 8 के साथ पड़े जाने वाले पैरा 318(2) में यथा अपेक्षित स्टाम्प कागज पर एक शपथपत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस की मूल सीमा-शुल्क निकासी प्रति और मूल मुद्रा विनियम नियंत्रण प्रति खो गई/अस्थानस्थ हो गई है।

3. अबतक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 विनांक 7-12-1955 की धारा 9 (सी०सी०) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस संख्या पी०/एस०/1701987/टी०ओ०आर०/40/डी०/31-32, दिनांक 21-7-71 की सीमाशुल्क निकासी प्रति और मुद्राविनियम नियंत्रण प्रति को रद्द करने का आदेश देता हूँ।

अब आवेदक के आयात व्यापार नियंत्रण नियम तथा क्रियाविधि रेड बुक 1972-73 के पैरा 318(2) के अनुसार उक्त लाइसेंस की सीमाशुल्क निकासी प्रति और मुद्रा विनियम नियंत्रण प्रति की अनुलिपियाँ जारी की जा रही हैं।

[संख्या : एन०पी०पी०/13/दिल्ली० ए०एम०-71/एयू०यूटी० सी०एल०ए]

The 18th September, 1972

ORDER

S.O. 4047.—Haryana Punjab Pharmacy (Regd.), Near Jain Mandir, Sonapat were granted import licences No. P/S/1725642/C/XX/40/D/33-34 and P/S/1725645/C/XX/40/D/33-34 both dated 7-9-71 for Rs. 27,500/- each on G.C.A. for the import of various items of Crude Drugs for the manufacture of Ayurvedic and Unani Medicines. The party has returned the Custom Purposes Copies of the said licences alongwith their list of items for cancellation and issue of duplicate copies as the original custom copies were mutilated and torn out without having been registered with any custom authorities and utilised at all. They have filed an affidavit in support of the above statement as required under para 318 of Import Trade Control Hand Book of Rules and Procedure, 1972-73.

In exercise of the powers conferred on me under Section 9(cc) of Import (Control) Order, 1955 dated 7-12-1955 it was decided to cancel the original Custom Purposes Copies of the licence No. P/S/1725642/C/XX/40/D/33-34 and P/S/1725645/C/XX/40/D/33-34 both dated 7-9-71 surrendered by the party and issue them duplicate ones.

The applicant has been accordingly issued duplicate Custom Purposes Copies of these Licence bearing No. D-2462135 & D-2462136 both dated 26-7-72 for Rs. 27,500/- each in accordance with the provisions of para 318 of I.T.C. Hand Book of Rules and Procedure, 1972-73.

[No. P/H-13(N)/AM-72/AU-HH/CLA/2424]

D. S. MORCRIMA, Dy. Chief Controller
for Jt. Chief Controller

दिनांक 18 सितम्बर, 1972

आवेश

का०प्रा० 4047.—सर्वश्री हरयाणा पंजाब फार्मसी (पंजीकृत), जैन मंदिर के पास, सोनीपत को आयुर्वेदिक तथा यूनानी दवाएं बनाने के लिए अपरिष्कृत औषधियों की विभिन्न मर्दों के आयात के लिए सामान्य मुद्रा शेष के लिए आयात लाइसेंस संख्या पी०/एस०/1725642-सी०एक्स०एक्स०/40 डी०/33-34 तथा पी०/एस०/1725645/सी०एक्स०एक्स०/40/डी०/33-34, दोनों का दिनांक 7-9-71 है और प्रत्येक का मूल्य 27,500 रुपये है, प्रदान किए गए थे। पार्टी ने उक्त लाइसेंसों की सीमाशुल्क प्रतियों को रद्द करने और उनकी अनुलिपि प्रतियाँ जारी करने के लिए उनकी मर्दों की सूची के साथ लौटा दिया है क्योंकि मूल प्रतियाँ विकृत हो गई थीं और फट गई थी तथा उनको सीमाशुल्क प्राधिकारियों के पास पंजीकृत नहीं कराया गया और उनका उपयोग बिलकुल ही नहीं हुआ था। उन्होंने आयात व्यापार नियंत्रण रेडबुक, क्रियाविधि, 1972-73 की कंडिका 318 के अनुसार यथा अपेक्षित उपर्युक्त बयान के समर्थन में एक शपथ-पत्र दाखिल किया है।

आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-1955 के खण्ड 9 (सी०सी०) में प्रदत्त अधिकारों का प्रयोग कर पार्टी द्वारा समर्पित लाइसेंस पी०/एम०/1725642/सी०/एक्स०एक्स०/40/डी०/33-34 और पी०/एम०/1725645/सी०/एक्स०एक्स०/40/डी०/33-34 दोनों का दिनांक 7-9-71 है और प्रत्येक का मूल्य 27,500 रुपये है, की मूल सीमाशुल्क प्रयोजन प्रतियों को रद्द करने और उन्हें उनकी अनुलिपि जारी करने का निश्चय किया गया था।

तदनुसार, आवेदक को आयात व्यापार नियंत्रण हेतु क्रियाविधि, 1972-73 की कंडिका 318 की व्यवस्थाओं के अनुसार दन लाइसेंसों की अनुलिपि सीमाशुल्क प्रयोजन प्रतियां संख्या डी० 2462135 और डी० 2462136 दोनों का दिनांक 26-7-72 है और प्रत्येक का मूल्य 27,500 रुपये है, जारी कर दी गई है।

[संख्या पी०/एच०-13(एन०)/एम०-72/एम०/एचएच/सी०एल०ए/2424]

डी० एम० मारेक्रीमा, उप-मुख्य नियंत्रक

Calcutta, the 13th October, 1972

ORDER

S.O. 4048.—M/s. Metal Perforation Pvt. Ltd. 177/1, Dum Dum Rd. Calcutta-28 were granted licence No. P/S/1704399/C/XX 41/C/33-34 dated 17-3-72 for Rs. 2625/-. They have applied for duplicate copy of the Custom purposes copy of the said licence on the ground that the original of the same has been lost/misplaced. It is further stated that the original licence has not been registered with any Customs authorities and the full value of the licence (i.e. Rs. 2625/-) remained unutilised.

In support of this contention the applicant has filed an affidavit to the effect that the original Custom purposes copy of the licence has been lost/misplaced. I am satisfied that the original Custom purposes copy of the licence No. P/S/1704399/C/XX 41/C/33-34 dated 17-3-72 for Rs. 2625/- has been lost/misplaced and directed that duplicate copy of the same should be issued to the applicant. The original Custom purposes copy of the licence is cancelled.

[No. 9-II/P/34/71-72/AU-IV.]

P. C. SEN, Dy. Chief Controller

कलकत्ता, 13 अक्टूबर, 1972

आदेश

का०आ० 4048.—सर्वश्री मेटल परफोरेशन प्रा० लि० 177/1, दमदम रोड, कलकत्ता-28 को 2625 रु० के लिए एक लाइसेंस सं० पी०/एस०/1704399/सी०/एक्स०एक्स०/41/सी०/33-34 दिनांक 17-3-72 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है। यह भी उल्लेख किया गया है कि मूल लाइसेंस किसी भी सीमाशुल्क प्राधिकारी से पंजीकृत नहीं कराया गया है और उस पर पूरे मूल्य (अर्थात् 2625 रु०) का उपयोग किया जाना बाकी है।

इस तर्क के समर्थन में आवेदक ने इस संघर्ष में एक शपथ पत्र दाखिल किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है, मैं सन्तुष्ट हूँ कि 2625/ रु० के लिए लाइसेंस सं० एम/1704399/सी०/एक्स०एक्स०/41/सी०/33-34 दिनांक 17-3-72 की मूल सीमाशुल्क प्रयोजन प्रति खो गई है/अस्थानस्थ हो गई है और निदेश दिया गया है कि इसकी अनुलिपि आवेदक को जारी की जानी चाहिए। लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति रद्द की जाती है।

[संख्या : 9 II/ पी/34/71-72 एम-4]

पी० सी० सेन, उप-मुख्य नियंत्रक

New Delhi, the 26th October, 1972

ORDER

S.O.4049.—M/s. The Arun Monthly, civil lines, Moradabad, were granted an import licence No. P/A/1359707/CXX/43/H/33-34 dated 2.5.72 for Rs. 46464/- (Rupees Forty six thousand four four hundred and sixty four only). They have applied for the issue of a duplicate Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control Purposes copy has been lost/misplaced. It is further stated that the original Exchange Control copy was registered with the Customs authorities at Nil Bank Ltd., Nil unutilised and utilised full/partly. It was utilised for Nil and the balance available on it was Rs. 46464/- (For six thousand four hundred and sixty four only).

2. In support of this contention the applicant has filed an affidavit along with a certificate from a first class magistrate I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-Clause 9 (cc) of the Imports (Control) Order, 1955 dated 7-12-1955 as amended the said original Exchange Control Purposes copy of licence No. P/A/1359797/CXX/43/H/32-34 dated 2-5-72 issued to M/s. The Arun Monthly, Moradabad is hereby cancelled.

3. A duplicate Exchange Control Purposes copy of the said licence is being separately to the licence.

[No. 44-V/BP-187/71-72/NPCIB]

SARDUL SINGH, Dy. Chief Controller

नई दिल्ली 26 अक्टूबर, 1972

आदेश

का०आ० 4049.—सर्वश्री अरुण मंथली, सिविल लाइन्स, मुरादाबाद, को 46464/- रुपये (छयालीस हजार चार सौ चौसठ रुपये मात्र) के लिए एक आयात लाइसेंस संख्या, पी/ए/1359707/सी/एक्स एक्स/43/एच/33-34, दिनांक 2-5-72 प्रदान किया गया था। उन्होंने लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनिमय नियंत्रण प्रति खो गई/अस्थानस्थ हो गई है। भागे यह भी उल्लेख किया गया है कि मूल मुद्रा विनिमय नियंत्रण प्रति किसी बैंक में पंजीकृत नहीं कराई गई थी उसका कुछ भी उपयोग नहीं किया गया था और उस पर 46,464/- रुपये का उपयोग करना बाकी था।

2. इस तर्क के समर्थन में आवेदक ने प्रथम श्रेणी मजिस्ट्रेट के प्रमाणपत्र के साथ एक शपथपत्र दाखिल किया है। तदनुसार मैं सन्तुष्ट हूँ कि उक्त लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है। इसलिए यथा संशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-1955 की उपधारा 9 (सी सी) के द्वारा प्रदत्त अधिकारों प्रयोग करते हुए सर्वश्री अरुण मंथली, मुरादाबाद को जारी किए गए लाइसेंस संख्या, पी/ए/1359707/सी/एक्सएक्स/43/एच/33-34, दिनांक 2-5-72 की मूल मुद्रा विनिमय नियंत्रण प्रति एतद्वारा रद्द की जाती है।

3. उक्त लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि लाइसेंस-धारी को अलग से जारी की जा रही है।

[सं०/44-5/बी पी-187/71-72/एनपीसी-1(बी)]

सरदुलसिंह, उप-मुख्य नियंत्रक

(Office of the Deputy Chief Controller of Imports and Exports)

Bangalore, the 12th October, 1972

ORDER

Subject:—Cancellation of Customs Purposes and Exchange Control Purposes copy of licence No. P/S/1676149/C/XX/40/X/31,32, dated 14-9-71 for Rs. 1,500/-.

S.O. 4050.—M/s. M. R. Sreenivasan's Perfumery Works, 774, Sunnadakeri, K. R. Mohalla, Mysore-4 were granted an import licence No. P/S/1676149/C/XX/40/X/31-32, dated 14.9.1971 for Rs. 1,500/- for import of Aromatic Chemicals Natural Essential Oils and Resinoids. They have now applied for duplicate copy of Customs Purposes and Exchange Control Purposes copy of the above licence on the ground that the original of the above Customs Purposes and Exchange Control Purposes copy of the licence have been lost without having been registered with any Customs Authorities and not utilised at all and that the duplicate copy of Customs Purposes and Exchange Control Purposes copy of the above licence now required is for the full value of the licence Rs. 1,500/-.

In support of the above contention, the applicant have filed an affidavit. I am satisfied that the original Customs Purposes and Exchange Control Purposes Copy of the above licence have been lost and direct that a duplicate copy of Customs Purposes and Exchange Control Purposes copy of the above licence should be issued to the applicant. The original Customs Purposes and Exchange Control Purposes copy of the above licence are hereby cancelled.

[No. ITC/SSI/D.I/A.840/A.M.71/NP]

K. JAYARAMAN, Dy. Chief Controller

उप-मुख्य निर्यातक आयात-निर्यातक का कार्यालय

बंगलूर, 12 अक्टूबर, 1972

आदेश

विषय : 1500 रु० मूल्य के लाइसेंस सं० पी०/एम/1676149/सी/एक्स एक्स 40/एक्स/31-32 दिनांक 14-9-71 की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रयोजन प्रति का रद्द करना ।

का०आ० 4050—महेश एम आर० श्री निवामन परफ्यूमरी वर्क्स, 774, सन्नडकेरी, के०आर० मोहल्ला, मंयूर-4 को सगंधित रसायनों, प्राकृतिक संगंध तेलों और रेजिनायड के आयात के लिए 100 रु० मूल्य का एक आयात लाइसेंस सं० पी०/एम/1676149/सी/एक्सएक्स/40/एक्स/31-32 दिनांक 14-9-1971 प्रदान किया गया था । अब उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रयोजन प्रति की अनुलिपियों के लिए हम आधारा पर आवेदन किया है कि मूल प्रतिया किसी सीमाशुल्क प्राधिकारी से पंजयकृत करण बिना और विलकुल उपयोग किए बिना खो गई है और अब इनकी अनुलिपियों की आवश्यकता लाइसेंस के पूरे मूल्य अर्थात 1500 रु० के लिए है ।

उपयुक्त तर्कों के समर्थन में आवेदक फर्म ने एक एक शपथ पत्र दाखिल किया है । मैं सन्तुष्ट हूँ कि उपर्युक्त लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रयोजन प्रति खो गई है और निवेदन देता हूँ कि इनकी अनुलिपियाँ आवेदक को जारी की जानी चाहिए । उपर्युक्त लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रयोजन प्रति एन०द्वारा रद्द की जाती है ।

[संख्या आई०टी०सी०/एम०एस०आई०/डी० 1/ए०840/ए०एम०/71/एन०पी०]

के० जयरामन, उप-मुख्य निर्यातक.

MINISTRY OF INDUSTRIAL DEVELOPMENT

(Indian Standards Institution)

New Delhi, the 21st November, 1972

S.O. 4051.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standards given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations :

[No. C.M.D./13:5]

SCHEDULE

Sl. No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)
1. IS : 359-1965 Specification for Xylole, industrial solvent grade (Revised)	S.O. 4023 dated 31 December 1966.	No. 2 Jan 1972	(i) Clause 3.2 has been substituted by a new one. (ii) A new clause A-4.1.1 has been added.	1 Jan 1972
2. IS : 366-1965 Specification for electric irons (Revised).	S.O. 1972 dated 10 Jun 1976.	No. 2 Mar 1972	A new clause 5.8 has been added.	1 Mar 1972
3. IS : 450-1964 Specification for cotton-covered round copper conductors (Revised).	S.O. 83 dated 2 Jan 1965.	No. 1 Feb 1972.	Clauses 6 and 6.1 have been amended.	1 Feb 1972
4. IS : 557-1968 Specification for sodium acetate, technical and photographic (first revision).	S.O. 2555 dated 28 Jun 1969.	No. 1 Feb 1972.	(i) Clauses B-3.2 and B-4.1 (re-numbered B-4.2) have been amended. (ii) A new clause B-4.1 has been added after B-4 and the existing clause 'B.41' re-numbered as 'B-4.2'.	1 Feb 1972
5. IS : 1029-1970 Specification for hot rolled steel strips (Baling) (First Revision).	S.O. 3542 dated 25 Sep 1971.	No. 1 Feb 1972.	(Page 3, clause 0.3, line 2, second sentence)-Substitute the following for the existing sentence : 'Such clauses are 3.1, 8.1, 8.3 and 9.1'.	1 Feb 1972

(1)	(2)	(3)	(4)	(5)	(6)
6. IS : 1259-1962 Specification for vinyl coated fabrics (Leather-cloth) (<i>Revised</i>).	S.O. 1421 dated 25 May 1963.	No. 2 Jan 1972.	(i) Table III has been amended. (ii) Clause D-3.2 has been substituted by a new one.	1 Jan 1972	
7. IS : 1460-1968 Specification for Diesel fuels (<i>First Revision</i>).	S.O. 368 dated 25 Jan 1969.	No. 1 Feb 1972.	Clause 3.1 and Table 1 have been amended.	1 Feb 1972	
8. IS : 1571-1967 Specification for aviation turbine fuels, kerosine type (<i>Second Revision</i>).	S.O. 287 dated 20 Jan 1968.	No. 2 Feb 1972.	Since the production of Grade K 40 material has been discontinued in the country, this amendment is being issued in order to delete the requirements of Grade K 40 from the specification.	1 Feb 1972	
9. IS : 1785 (Pt I)-1966 Specification for plain hard drawn steel wire for prestressed concrete.	S.O. 4023 dated 31 Dec 1966.	*No. 1 Jan 1972.	Clauses 3.5 and 6.2 have been substituted by new ones.	1 Jan 1972	
Part I cold drawn stress-relieved wire (<i>Revised</i>).					
10. IS : 1856-1970 Specification for steel wire ropes for haulage purposes in mines (<i>First Revision</i>).	--	No. 1 Feb 1972.	Clause 0 2 has been amended	1 Feb 1972	
11. IS : 1886-1967 Code of practice for installation and maintenance of transformers (<i>First Revision</i>).	S.O. 2789 dated 19 Aug 1967.	No. 3 Feb 1972.	(i) Clauses 10 1.2 and 10.2 have been amended. (ii) Fig. 3 has been substituted by a new one.	1 Feb 1972	
12. IS : 1961-1968 Specification for glass tableware (<i>First Revision</i>).	S.O. 2766 dated 10 Aug 1968.	No. 1 Mar 1972.	Clause A-1.1.1.2 has been substituted by a new one.	1 Mar 1972	
13. IS : 2558-1963 Specification for poncau 4R, food grade.	S.O. 950 dated 21 Mar 1964.	No. 2 Dec 1971.	A note has been added at the end of clause A-3.1.	1 Dec 1971	
14. IS : 2632-1964 Specification for crotonaldehyde.	S.O. 4120 dated 5 Dec 1964.	No. 1 Feb 1972.	Clause A-2 has been substituted by a new one.	1 Feb 1972	
15. IS : 3706-1966 Specification for fountain pens.	S.O. 469 dated 11 Feb 1967.	No. 2 Feb 1972.	In order to enable the industry to cope up with the requirements of the specification the test specified in 10.3 has been suitably amended.	1 Feb 1972	
16. IS : 3747-1966 Specification for steel for flanging and pressing.	S.O. 913 dated 18 Mar 1967.	No. 1 Feb 1972.	(Page 5, clause 9.2, line 4)-Substitute 'twice' for 'thrice'.	1 Feb 1972.	
17. IS : 4260-1967 Recommended practice for ultrasonic testing of welds in ferritic steel.	S.O. 4633 dated 30 Dec 1967.	No. 1 Feb 1972.	(i) [Clauses 2.1, 4.2, 5.1.1, 5.1.3, 5.3, 5.5, 5.6.1, 5.6.2 and 7.1 (g)]-Substitute the word 'probe' for the words 'search unit' and 'transducer' appearing in these clauses. (ii) Clause 4.3 along with its foot-note with an asterik (*) mark have been substituted by new ones. (iii) Clauses 5.1.1, 5.3, 5 6.2, 5.7 and 5.8 have been amended. (iv) Clauses 6 and 8 have been substituted by new ones. (v) A new clause 0 6 has been added after 0.5 and the existing clause 0.6 has been re-numbered as 0.7. (vi) (Page 4, clause 2.1, line 3)-Add 'wave, in between the words 'shear' and 'probes'. (vii) Clause 4 2 has been amended. (viii) (Page 6, clause 5.4)-Add the following foot-note after this clause : *Specification for reference block for calibration of ultrasonic flaw detectors.	1 Feb 1972	
18. IS : 4484-1967 Specification for electrically welded stud link anchor chains and attachments.	S.O. 2578 dated 20 Jul 1968.	No. 1 Feb 1972.	Fig in Table 7 has been substituted by a new one.	1 Feb 1972	
19. IS : 4607-1968 Classification of hazardous chemicals and chemical products.	S.O. 4425 dated 14 Dec 1968.	No. 1 Mar 1972.	(Page 43, line 4 from the bottom)-Delete the following matter : (1) Photographic and X-ray films. (2) F (3) —	1 Mar 1972	

*For purpose of ISI Certification Marks Scheme, this amendment shall come into force with effect from 1 March 1972.

(1)	(2)	(3)	(4)	(5)	(6)
20. IS : 4800 (Pt I)-1968 Specification for enamelled round winding wires. Part I conductor data	S.O. 1455 dated 19 Apr 1969.	No. 1 Feb 1972.	(i) Caption of Table 1 and clause references below it have been substituted by new ones. (ii) (Page 12, clause A-1.1.1.1, and Table 3, caption)-Substitute 'Table 4' for 'Table 3' at both the places. (iii) New clauses 3.1.5 and 3.1.6 have been added after clause 3.1.4.3 and the existing clause 3.1.5 re-numbered as 3.1.7. (iv) Table 1 has been amended. (v) A new clause 3.2.5 has been added after 3.2.4.3 and the existing clause 3.2.5 re-numbered as 3.2.6.	1 Feb 1972	
21. IS : 4800 (Pt III)-1968 Specification for enamelled round winding wires. Part III methods of tests.	S.O. 1455 dated 19 Apr 1969.	No. 2 Feb 1972.	Clause 5.15 has been substituted by a new one.	1 Feb 1972	
22. IS : 4800 (Pt IV)-1968 Specification for enamelled round winding wires. Part IV wires with high mechanical properties.	S.O. 1455 dated 19 Apr 1969.	No. 1 Feb 1972.	(i) Clauses 5.1.2 and 5.1.3 have been amended. (ii) Clauses 5.3 and 5.4 have been substituted by new ones. (iii) Tables 1, 2 and 3 have been deleted. (iv) A foot-note has been inserted at the bottom of page 6. (v) New clauses 5.15, 5.15.1 and 5.15.2 have been added.	1 Feb 1972	
23. IS : 4800 (Pt V)-1968 Specification for enamelled round winding wires Part V wires for elevated temperatures.	S.O. 1455 dated 19 Apr 1969.	No. 2 Feb 1972.	(i) Clauses 5.1.2, and 5.1.3 have been amended. (ii) Clauses 5.3 and 5.4 have been substituted by new ones. (iii) Tables 1, 2 and 3 have been deleted. (iv) A new foot-note has been inserted at the bottom of the page. (v) New clauses 5.15, 5.15.1 and 5.15.2 have been added.	1 Feb 1972	
24. IS : 4800 (Pt VI)-1968 Specification for enamelled round winding wires. Part VI wires with self-fluxing properties.	—	No. 1 Feb 1972.	(i) Clauses 5.1.2 and 5.1.3 have been amended. (ii) Clauses 5.3 and 5.4 have been substituted by new ones. (iii) Tables 1 and 2 have been deleted. (iv) New clauses 5.15, 5.15.1 and 5.15.2 have been added.	1 Feb 1972	
25. IS : 4856-1968 Specification for new jute woolpack.	S.O. 1455 dated 19 Apr 1969.	No. 2 Jan 1972.	Clause B-2.1. has been amended.	1 Jan 1972	
(1)	(2)	(3)	(4)	(5)	(6)
26. IS : 4985-1968 Specification for unplasticized PVC pipes for potable water supplies.	S.O. 436 dated 7 Feb 1970.	*No. 1 Dec 1971.	Clauses C-3.1.1, D-3.1.1 and E-1.1. Table 3 have been amended.	1 Dec 1971	
27. IS : 5225-1969 Specification for rain gauge, non-recording.	S.O. 89 dated 10 Jan 1970.	No. 1 Jan 1972.	Fig. 1 and clause 7.1 have been amended.	1 Jan 1972	
28. IS : 5272-1969 Specification for carbon steel sheets for integral coaches.	S.O. 436 dated 7 Feb 1970.	No. 1 Feb 1972.	[Page 6, Table 3, heading of col (3)]-Add 'Min' below 'Yield Stress, kgf/mm ² '.	1 Feb 1972	
29. IS : 5281-1969 Specification for fenitrothion emulsifiable concentrates.	S.O. 918 dated 7 Mar 1970.	No. 2 Feb 1972.	Appendix 'A' has been substituted by a new one.	1 Feb 1972	
30. IS : 5500-1969 Specification for vibratory roller.	S.O. 3015 dated 14 Aug 1971.	No. 1 Feb 1972.	Clauses 2.8(b) and 4.1(a) have been amended.	1 Feb 1972	
31. IS : 5685-1970 Code of safety for carbon disulphide (carbon bisulphide).	—	No. 1 Mar 1972.	(Page 9, clause 6.2.1, line 2)-Add the words '(Minimum 10 mm)' after the word 'water'.	1 Mar 1972	
32. IS : 5780-1970 Specification for intrinsically safe electrical apparatus and circuits.	—	No. 1 Feb 1972.	(i) (Page 8, Table 1, Note 2, Line 2)-Delete 'sule'.	1 Feb 1972	

*For purposes of ISI Certifications Marks scheme, this amendment shall come into force with effect from 1 March, 1972.

Copies of these amendments are available for sale with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534, Sardar Vallabhbhai Patel Road, Bombay-71 (ii) Chowringhee Approach, Calcutta-13 (iii) 54, General Patters Road, Madras-2 (iv) 117/418 B, Sarvodaya Nagar, Kanpur, and (v) 5-9-201/2, Chirag Ali Lane, Hyderabad-1. (vi) O-18, New Civil Hospital Annexe, Asarya, Ahmedabad-16 (vii) F-Block, Unity Bldg., Narasimharaja Square, Bangalore-2.

A. B. RAO

Director (Central Marks)

श्रीशोधक विकास संस्थान

(भारतीय मानक संस्था)

नई दिल्ली, दिनांक 21 नवम्बर, 1972

क्र० प्रा० 4051.—भारतीय मानक संस्था (प्रमाणन विज्ञान) विनियम 1955 के विनियम 4 के अनुसार भारतीय मानक संस्था द्वारा अधि-सूचित किया जाता है कि उक्त विनियम 3 के उपविनियम (1) के अनुसार प्राप्त अधिकार के अधीन यहाँ अनुसूची में वि० भारतीय मानकों के संशोधन जारी किए गए हैं:—

अनुसूची

क्रम संशोधित भारतीय मानक की पद संख्या और शीर्षक	जिस राजपत्र में भारतीय मानक तैयार होने की सूचना छपी थी उनकी सं० और दिनांक	संशोधित संख्या और दिनांक	संशोधन का संक्षिप्त विवरण	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)
1. आई एस : 359-1965 औद्योगिक सुलनशील ग्रेड के जाइकोल की विशिष्ट (पुनरीक्षण)	एस० ओ० 4023 31 दिसम्बर, 1966	दिनांक सं० 2 जनवरी, 1972	(1) खण्ड 3.2 के स्थान पर नया खण्ड दिया गया है। (2) एक नया खण्ड ए०—4.1.1 जोड़ा गया है।	1 जनवरी, 1972
2. आई एस : 366-1965 बिजली की हस्त-तिरियों की विशिष्ट (पुनरीक्षण)	एस० ओ० 1972 10 जून, 1972	सं० 2 मार्च, 1972	एक नया खण्ड 5.8. जोड़ा गया है।	1 मार्च, 1972
3. आई एस : 450-1964 सूत लिपटे गोल तारों के चालकों की विशिष्ट (पुनरीक्षण)	एस० ओ० 83 2 जनवरी, 1965	सं० 1 फरवरी, 1972	खण्ड 6 और 6.1 का संशोधन किया गया है।	1 फरवरी, 1972
4. आई एस : 557-1968 सोडियम एसी-टेड, तकनीकी तथा फोटोग्राफी की विशिष्ट	एस० ओ० 2555 28 जून, 1969	दिनांक सं० 1 फरवरी, 1972	(1) खण्ड बी-3.2 और बी०-4 (नयी संख्या बी-4.2) का संशोधन किया गया है। (2) खण्ड बी-4 के बाव एक नया खण्ड बी-4-1 जोड़ा गया है और वर्तमान खण्ड बी-4.1 को बदलकर खण्ड-4.2 कर दिया गया है।	1 फरवरी, 1972
5. आई एस : 1029-1970 गौठ बांधने के लिए गर्म बेरिलित इस्पात की पत्तियों की विशिष्ट (पहला पुनरीक्षण)	एस० ओ० 3542 25 सितम्बर, 1971	दिनांक सं० 1 फरवरी, 1972	(पृष्ठ 3, खण्ड 0.3, पंक्ति 2, दूसरा वाक्य):— वर्तमान वाक्य के स्थान पर निम्न-लिखित वाक्य कर लीजिए ऐसे खण्ड हैं 3.1, 8.1 और 8.3	1 फरवरी, 1972
6. आई एस : 1259-1962 विनाइल कपड़े कपड़े की विशिष्ट (चमड़ा नुमा कपड़ा) (पुनरीक्षण)	एस० ओ० 1421 1963	दिनांक सं० 2 जनवरी, 1972	(1) सारणी 3 का संशोधन किया गया है। (2) खण्ड डी 3.2 के स्थान पर नया खण्ड जोड़ा गया है।	1 जनवरी, 1972
7. आई एस : 1460-1968 बीजल ईंधन की विशिष्ट (पहला पुनरीक्षण)	एस० ओ० 368 25 जनवरी, 1969	दिनांक सं० 1 फरवरी, 1972	खण्ड 3.1 और सारणी 1 का संशोधन किया गया है।	1 फरवरी, 1972
8. आई एस : 1571-1967 वायुयान के मिट्टी के तेल नुमा टरबाइन ईंधन, की विशिष्ट (दूसरा पुनरीक्षण)	एस० ओ० 287 20 जनवरी, 1968	दिनांक सं० 2 फरवरी, 1972	देश में ग्रेड 40 प्रकार के टरबाइन ईंधन का उत्पादन बन्द हो जाने के फलस्वरूप विशिष्ट में दी ग्रेड के 40 की अपेक्षाओं को हटाने के लिए यह संशोधन जारी किया गया है।	1 फरवरी, 1972
9. आई एस : 1785 (भाग 1)-1966 पूर्व प्रबलित कंक्रीट के लिए सावे सख्त खिंचे इस्पात के तार भाग 1 ठंडे खिंचे प्रतिबल मुक्त तार की विशिष्ट (पुनरीक्षण)	एस० ओ० 4023 31 दिसम्बर, 1972	दिनांक * सं० 1 जनवरी, 1966	खण्ड 3.5 और 6.2 के स्थान पर नए खण्ड दिए गए हैं।	1 जनवरी, 1972

* भारतीय मानक संस्था (प्रमाणन विज्ञान) योजना कार्यों के लिए यह संशोधन 1 मार्च 1972 से लागू हो जाएगा।

(1)	(2)	(3)	(4)	(5)	(6)
10. आई एन : 1856-1970 खानों में हुआई के लिए इस्पात के तार के रस्सों की विशिष्टि (पहला पुनरीक्षण)	..	सं० 1 फरवरी, 1972	खण्ड 0.2 का संशोधन किया गया है।	1 फरवरी, 1972	
11. आई एन : 1886-1967 ट्रांसफार्मरों के स्थापन तथा रखरखाव की रीति संहिता (पहला पुनरीक्षण)	एस० ओ० 2789 दिनांक 19, अगस्त, 1972	सं० 7 फरवरी, 1972	(1) खण्ड 10.1, 2 और 10.2 का संशोधन किया गया है। (2) आकृति 3 के स्थान पर नई आकृति दी गई है।	1 फरवरी, 1972	
12. आई एन : 1961-1968 काँच के बने खाना रसों के सामान की विशिष्टि (पहला पुनरीक्षण)	एस० ओ० 2766 दिनांक 10, अगस्त, 1968	सं० 1 मार्च, 1972	खण्ड ए-1.1.2 के स्थान पर तथा खण्ड दिया गया है।	1 मार्च, 1972	
13. आई एन : 2558-1963 खाद्य श्रेणी के पांती-4 आर० की विशिष्टि	एस० ओ० 950 दिनांक 21 मार्च, 1964	सं० 2 दिसम्बर, 1971	खण्ड ए-3.1 के बाद एक टिप्पणी जोड़ी गई है।	1 दिसम्बर, 1971	
14. आई एन : 2632-1964 क्रोटोनल डीट्राइट की विशिष्टि	एस० ओ० 4120 दिनांक 5, दिसम्बर, 1964	सं० 1 फरवरी, 1972	खण्ड ए-2 के स्थान पर तथा खण्ड दिया गया है।	1 फरवरी, 1972	
15. आई एन : 3706-1966 फोस्फेनवनों की विशिष्टि	एस० ओ० 469 दिनांक 11, फरवरी, 1967	सं० 1 फरवरी, 1972	विशिष्टि में दी अपेक्षाओं का पालन करने में उद्योग को समर्थ बनाने के उद्देश्य से 10.3 में दिए परीक्षण का संशोधन किया गया है।	1 फरवरी, 1972	
16. आई एन : 3747-1966 फ्लैज देने और प्रेसिंग वाली इस्पात की विशिष्टि	एस० ओ० 913 दिनांक 18 मार्च, 1967	सं० 1 जनवरी, 1972	(पृ० 5 खण्ड 9.2 पंक्ति) "दो बार" के स्थान पर "तीन बार" कर लीजिए।	1 फरवरी, 1972	
17. आई एन : 4280-1967 फेर्राई इस्पात में पराश्रय को मिफारिशकृत पद्धति	एस० ओ० 4633 दिनांक 30 दिसम्बर, 1967	सं० 1 फरवरी, 1972	(1) (खण्ड 2.1, 4.2, 5.1, 1.5, 1.3, 5.3, 5.5, 5.6, 1, 5.6.2 और 7.1 (जी)) इन खण्डों में जहाँ भी शब्द "search unit" और "transducer" के स्थान पर "Probe" कर लीजिए। (2) तारांकित पाद टिप्पणी सहित 4.3 के स्थान पर नए खण्ड दिए गए हैं। (3) खण्ड 5.1.1, 5.3, 5.6.2, 5.7 और 5.8 का संशोधन किया गया है। (4) खण्ड 6 और 8 के स्थान पर नए खण्ड दिए गए हैं। (5) खण्ड 0.5 के बाद खण्ड 0.6 जोड़ी गई है और वर्तमान खण्ड 0.6 की क्रम संख्या 0.7 कर दी गई है। (6) पृष्ठ 4, खण्ड 2.1, पंक्ति (3) शब्द "shear and Probes" के बीच में शब्द "wave" जोड़ दीजिए। (7) खण्ड 4.2 का संशोधन किया गया है। (8) (पृष्ठ 6, खण्ड 5.4) में इस खण्ड के बाद निम्नलिखित पाद-टिप्पणी जोड़ लीजिए। "पराश्रय दोष प्रत्येक के अनु-संशोधन के लिए संदर्भ द्वाकों की विशिष्टि 1"	1 फरवरी, 1972	

(1)	(2)	(3)	(4)	(5)	(6)
18. आई एस : 4484-1967 बिजली द्वारा जंजीर और उनके जुड़नार की विशिष्ट बेरुद्धकृत स्टैंड-कड़ी वाली लगरी की	एस० ओ० 2578 दिनांक 20, जुलाई, 1968	सं० 1 फरवरी, 1972	सारणी 7 की आकृति के स्थान पर नयी आकृति दी गई है।	1 फरवरी, 1972	
19. आई एस : 4607-1968 खतरनाक रसायनों और रसायनिक उत्पादनों का वर्गीकरण	एस० ओ० 4425 दिनांक 14 दिसम्बर, 1968	सं० 1 मार्च, 1972	पृष्ठ 43, नीचे से पंक्ति 4 में) निम्न-लिखित सामग्री को हटा दीजिए :- (1) फोटोग्राफी और एक्सरे फिल्म (2) एक (3) —	मार्च, 1972	
20. आई एस : 4800(भाग 1)-1968, वायरिंग के इन्तैमलकृत गोल तार भाग 1 चालकों संबंधी आकड़ों की विशिष्ट	एस ओ 1455 दिनांक 19 अप्रैल, 1969	सं० 1 फरवरी, 1972	(1) सारणी 1 का शीर्षक तथा नीचे दिए खंडों के संदर्भ बदल कर मए दिए गए हैं (2) पृष्ठ 12, खंड ए 1.1.1 और सारणी 3, शीर्षक) दोनों स्थानों पर सारणी 3 के स्थान पर सारणी 4 कर लीजिए। (3) खंड 3.1.4.3 के बाद नए खंड 3.1.5 और 3.1.6 जोड़े गए हैं और वर्तमान खंड 3.1.5 की क्रम संख्या 3.1.5 कर दी गई है। (4) सारणी 1 का संशोधन किया गया है। (5) खंड 3.2.4.3 के बाद नया खंड 3.2.5 जोड़ा गया है और खंड 3.2.5 की क्रम संख्या 3.2.6 कर दी गई है।	1 फरवरी 1972	
21. आई एस : 4800(भाग 3)-1968 वायरिंग के इन्तैमलकृत गोल तार की विशिष्ट भाग-3-परीक्षण पद्धतियां	एस ओ 1455 दिनांक 19 अप्रैल, 1969	सं० 2 फरवरी, 1972	खंड 5.15 के स्थान पर नया खंड दिया गया है।	1 फरवरी, 1972	
22. आई एस : 4800(भाग 4)-1968, वाइरिंग के इन्तैमलकृत गोल तार की विशिष्ट भाग 4 : उच्च मशीनी गुणों वाले तार	एस ओ 1455 दिनांक 19 अप्रैल, 1969	सं० 1 फरवरी, 1972	(1) खंड 5.1.2 और 5.1.3 का संशोधन किया गया है। (2) खंड 5.3 और 5.4 के स्थान पर नए खंड दिए गए हैं। (3) सारणियां 1,2 और 3 हटा दी गई हैं। (4) पृष्ठ 6 के नीचे एक पाद-टिप्पणी जोड़ी गई है। (5) नए खंड 5.15, 5.15.1 और 5.15.2 जोड़े गए हैं।	1 फरवरी, 1972	
23. आई एस : 4800(भाग 5)-1968, वाइरिंग के इन्तैमलकृत गोल तार की विशिष्ट भाग 5 : ऊंचे तापों के लिए तार	एस ओ 1455 दिनांक 19 अप्रैल, 1969	सं० 2 फरवरी, 1972	(1) खंड 5.1.2 और 5.1.3 का संशोधन किया गया है। (2) खंड 5.3 और 5.4 के स्थान पर नए खंड दिए गए हैं। (3) सारणी 1,2 और 3 हटा दी गई हैं। (4) पृष्ठ के नीचे की ओर एक नई पाद-टिप्पणी जोड़ी गई है। (5) नए खंड 5.15, 5.15.1 और 5.15.2 जोड़े गए हैं।	1 फरवरी, 1972	

(1)	(2)	(3)	(4)	(5)	(6)
24. आई एस: 4800 (भाग 6—1968 आई ड्रिग के इन्सुलेशन गोल सार की विशिष्टि भाग 6: स्वतः लागू होने वाले सार		सं० 1	सं० 1	(1) खंड 5.1.3 और 5.1.3 का संशोधन किया गया है। (2) खंड 5.3 और 5.4 के स्थान पर नए खंड दिए गए हैं। (3) सारणियां 1 और 2 हटा दी गई हैं। (4) नए खंड 5.15, 5.15.1 और 5.15.2 जोड़े गए हैं।	1 फरवरी, 1972
25. आई एस: 4856—1968, ऊन बी बंधाई एस ओ 1455 दिनांक 19 अप्रैल, के लिए पटसन का कपड़ा। 1969		सं० 2	सं० 2	खंड बी.2.1 का संशोधन किया गया है।	1 फरवरी, 1972
26. आई एस: 4985—1968 टॉपी से बर्तनों में पानी भरने के लिए अनुम्यक्त पी बी सी पाइप की विशिष्टि 1969		*सं० 1	*सं० 1	खंड सी-3.1.1, डी-3.1.1 और = 1.1 और सारणी 3 का संशोधन किया गया है।	1 दिसम्बर, 1971
27. आई एस: 5225—1969 अनग्रभिलेखी एस ओ 89 दिनांक 10 जनवरी, वर्षा मापी की विशिष्टि 1970		सं० 1	सं० 1	आकृति 1 और खंड 7.1 का संशोधन किया गया है।	1 जनवरी, 1972
भारतीय मानक संस्था (प्रमाणन चिह्न) योजना कार्यों के लिए यह संशोधन 1 मार्च 1972 से लागू हो जायेगा।					
28. आई एस: 5272—1969, रेलगाड़ी के सवारी डिब्बों के लिए कार्बन हस्तात की चद्दरों की विशिष्टि 1970		सं० 1	सं० 1	(पृष्ठ 6, सारणी 3. स्तम्भ (3) का शीर्षक—yield stress kg/mm ² के नीचे 'mm' जोड़ लीजिए।	1 फरवरी, 1972
29. आई एस: 5281—1969, फेनी ट्रॉयियोन एस ओ 918 दिनांक 7 मार्च, पायसनीय तेज द्रव की विशिष्टि 1970		सं० 2	सं० 2	परिशिष्ट 'ए' के स्थान पर नया परिशिष्ट दिया गया है।	1 फरवरी, 1972
30. आई एस: 5500—1969, कम्पन रोलर एस ओ 3015 दिनांक 14 अगस्त, की विशिष्टि 1971		सं० 1	सं० 1	खंड 2.8 (बी) और 4.1 (ए) का संशोधन किया गया है।	1 फरवरी, 1972
31. आई एस: 5685—1970, कार्बन डायस—ल्फाइट (कार्बन बाइसल्फाइट) के लिए बचाव संहिता	एस ओ 3015 दिनांक 14 अगस्त, 1971	सं० 1	सं० 1	(पृष्ठ 9, खंड 6.2.1 पंक्ति 2)—शब्द 'water' के बाद '(minimum 10 mm)' जोड़ लीजिए।	1 मार्च, 1972
32. आई एस: 5780 1970, प्रकृत्या निरापद बिजली के उपकरण और मर्किट की विशिष्टि 1971		सं० 1	सं० 1	(1) (पृष्ठ 8, सारणी 1, टिप्पणी 2, पंक्ति 2 में 'sule' शब्द हटा दीजिए, (2) खंड 9.2, ए 1.3 और सारणी 2 का संशोधन किया गया है।	1 फरवरी, 1972

इन संशोधनों की प्रतियां भारतीय मानक संस्था, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-1, और उसके शाखा कार्यालयों (1) साधना नूरमोहम्मद शेख मार्ग, खानपुर ब्रह्मवाबाद-1, (2) सिड्डीकट बैंक बिल्डिंग, गांधीनगर, बंगलौर-9 (3) 535, सरदार बल्लभ भाई पटेल रोड, बम्बई-7, (4) 5, औरंगी एपीसी रोड, कलकत्ता-13, (5) 5-201/21, चिरागाग्रली लेन, हैदराबाद-1, (6) 117/418-बी, सर्वोदय नगर, कानपुर-5 और (7) 54, जनरल पेटर्स रोड, मद्रास-2 से प्राप्त की जा सकती है।

[सं० सी० एम० डी०/13:5]

*भारतीय मानक संस्था (प्रमाणन चिह्न) योजना कार्यों के लिये यह संशोधन 1 मार्च, 1972 से लागू हो जायेगा।

O. S. 4052—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, it is, hereby, notified that IS: 1022-1956 Specification for Kotka phosphate, details of which were published under notification number S.R.O. 2029 dated 4 June, 1957 in the Gazette of India, Part II, Section 3 dated 22 June, 1957, has been cancelled as the Kotka phosphate is not being manufactured in the country.

[No. CMD13:7]

प्रौद्योगिक विकास मंत्रालय
(भारतीय मानक संस्था)

नई दिल्ली, 21 नवम्बर, 1972

क्र० आ० 4052—समय समय पर संगोदित भारतीय मानक संस्था (प्रमाणन विहित) विनियम, 1955 के विनियम 5 के उपविनियम (1) के अन्तर्गत अधिसूचित किया जाता है कि आई एस 1022-1956 कोल्का फास्केट की विशिष्टि जिसके व्योरे एस आर ओ 2029 दिनांक 4 जून, 1957 के अन्तर्गत भारत के राजपत्र भाग 2, खंड-3 दिनांक 22 जून, 1957 को प्रकाशित हुए थे, देश में कोल्का फास्केट का उत्पादन न किए जाने के कारण रद्द कर दिया गया है।





[सं० सी० एस० डी०/13 : 7]

S.O. 4053.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s), of which together with the verbal description of the design (s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each:—

THE SCHEDULE





[No. CMD/13 : 9]

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS:6 	Moderate heat duty fire-clay refractories, group A	IS:6—1967 Specification for moderate heat duty fireclay refractories, group A (third revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. 2; the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated the design.	1 October 1972
2.	IS:1726 	Cast iron manhole covers and frames intended for use in drainage works	IS: 1726—1967 Specification for cast iron manhole covers and frames intended for use in drainage works (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. 2; the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated the design.	1 September 1972
3.	IS:1809 	Nickel salts for electroplating	IS: 1809—1968 Specification for Nickel salts for electroplating (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. 2; the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated the design.	1 September 1972
4.	IS:4306 	Hexamethylenetetramine (hexamine)	IS: 4306—1967 Specification for hexamethylenetetramine (hexamine)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. 2; the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated the design.	16 September 1972

का० प्रा० 4053—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम, 1955 के नियम 4 के उपविनियम (1) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि मानक चिह्न जिनकी डिजाइन और शाब्दिक विवरण तत्संबंधी भारतीय मानकों के शीर्षक सहित नीचे अनुसूची में दिए गए हैं, भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के नियम में मानक चिह्न प्रत्येक के प्रागे की गई तिथियों में लागू हो जाएंगे।

अनुसूची



क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद का वर्ग	संबंध भारतीय मानक की पदसंख्या और शीर्षक	भारतीय मानक चिह्न की डिजाइन का शाब्दिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS : 6 	साधारणताप पर काम के लिए अग्नि-मिट्टी ऊष्मासह, ग्रुप ए,	आईएस : 6-1967 साधारण ताप पर काम के लिए अग्निमिट्टी के ऊष्मासह, 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई ग्रुप ए, की विशिष्टि (तीसरा पुनरोक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें शीली और अनुपात में तैयार किया गया है और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है।	1 अक्टूबर, 1972
2.	IS : 1726 	जलनिकास कार्यों में उपयोग के लिए सेनहोल के छलवां लोहे के बकन और और चौखटे	IS : 1726-1967 जलनिकास कार्यों में उपयोग के लिए सेनहोल के छलवां लोहे के बकनों और चौखटों की विशिष्टि (पहला पुनरोक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें शीली और अनुपात में तैयार किया गया है और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है।	1 सितम्बर, 1972
3.	IS : 1809 	बिजली द्वारा लेपन के लिए निकेल लवण	IS : 1809-1968 बिजली द्वारा लेपन के लिए निकेल लवण की विशिष्टि (पहला पुनरोक्षण)	" " " " " "	1 सितम्बर, 1972
4.	IS : 4306 	हेक्सा मिथाइलीन टेट्रोमीन (हेक्सामीन)	IS : 4306-1967 हेक्सा मिथाइलीन टेट्रोमीन (हेक्सामीन) की विशिष्टि	, , " " " "	16 सितम्बर, 1972

[सं० सी० एम० डी०/13. 9]

S. O. 4054.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been notified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 16 September 1972:

THE SCHEDULE



Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.	IS:362 	Parliament hinges	IS: 362-1968 Specification for parliament hinges (second revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
2.	IS:1341 	Steel butt hinges	IS: 1341-1970 Specification for steel butt hinges (second revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

का० आ० 4054.—सनय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) नियम, 1955 के नियम 4 के उपानयन (1) के अनुसार भारतीय मानक संस्था की ओर से अधिमूर्चित किया जाता है कि जिन मानक चिन्हों की डिजाइन और शाब्दिक विवरण तत्संबंधी भारतीय मानकों के शीर्षक रिहृत नीचे अनुसूची में दिए गए हैं, भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं।

भारतीय मानक संस्था (प्रमाणन चिन्ह) अधिनियम, 1952 और उसके अधिनियम के निमित्त ये मांगक चिन्ह 16 सितम्बर 1972 से लागू हो जायेंगे :

अनुसूची

[सं० सी० एम० डी०/13.9]

क्रम संख्या	मानक चिन्ह की डिजाइन	उत्पादाद तथा उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पद संख्या और शीर्षक	भारतीय मानक चिन्ह की डिजाइन का शीर्षक का विवरण
(1)	(2)	(3)	(4)	(5)
1. आई एस : 362		पार्लियामेंट कब्जे	आई एस : 362-1968 पार्लियामेंट कब्जों की विशिष्टि (दूसरा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'आई एस आई' शब्द होते हैं स्तम्भ (2) में दी गई शैली और अनुपात में तैयार किया गया है और जैसा दिखाया गया है उस मोनोग्राम में ऊपर की ओर भारतीय मानक की पद संख्या दी गई है।
2. आई एस : 1341		इस्पात के बट कब्जे	आई एस : 1341-1970 इस्पात के कब्जों की विशिष्टि (दूसरा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'आई एस आई' शब्द होते हैं स्तम्भ (2) में दी गई शैली और अनुपात में तैयार किया गया है और जैसा दिखाया गया है उस मोनोग्राम में ऊपर की ओर भारतीय मानक की पद संख्या दी गई है।

S. O. 4055.—In modification of the then Ministry of Industrial Development and Internal Trade (Department of Industrial Development) (Indian Standards Institution) notification No. S.O. 3565 dated 19 October 1970 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 7 November 1970, the Indian Standards Institution, hereby, notifies that the marking fee per unit for hinges, hasps and staples has been again revised. The revised rate of marking fee, details of which are mentioned in the Schedule given hereafter, shall come into force with effect from 16 September 1972:

THE SCHEDULE

[No. CMD/13:10]

Sl.No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking Fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Non-ferrous metal butt hinges	IS: 205-1966 Specification for ferrous metal butt hinges (second revision)	100 pieces	(i) 50 paise per unit upto and including the first 2000 unit. (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st unit and above.
2.	Tee and strap hinges	IS: 206-1962 Specification for Tee and strap hinges	100 pieces	(i) 50 paise per unit upto and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st unit and above.
3.	Parliament hinges	IS: 362-1968 Specification for parliament hinges (second revision)	100 pieces	(i) 50 paise per unit up to and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st unit and above.
4.	Hasps and staples	IS: 363-1970 Specification for hasps and staples (second revision)	100 pieces	(i) 50 paise per unit upto and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st unit and above.

(1)	(2)	(3)	(4)	(5)
5.	Double-rolling spring hinges	IS: 453-1963 Specification for double-acting spring hinges (<i>revised</i>)	100 pieces	(i) 50 paise per unit up to and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 unit and (iii) 15 paise per unit for the 4001st unit and above.
6.	Steel butt hinges	IS: 1341-1970 Specification for steel butt hinges (<i>second revision</i>)	100 pieces	(i) 50 paise per unit upto and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st units and above.
7.	Continuous (piano) hinges	IS: 3818-1966 Specification for continuous (piano) hinges	100 pieces	(i) 50 paise per unit upto and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st units and above.
8.	Steel backflap hinges	IS: 3843-1966 Specification for steel backflap hinges	100 pieces	(i) 50 paise per unit upto and including the first 2000 units; (ii) 20 paise per unit from 2001st to 4000 units and (iii) 15 paise per unit for the 4001st unit and above.

A. B. RAO, Director

नई दिल्ली, 21 नवम्बर, 1972

का० प्रा० 4055.—भारत के राजपत्र भाग II खण्ड 3-उपखंड 2, दिनांक 7 नवम्बर 1970 में प्रकाशित औद्योगिक विकास तथा आंतरिक व्यापार मंत्रालय (औद्योगिक विकास विभाग) (भारतीय मानक संस्था) अधिसूचना सं० 3565 दिनांक 9 अक्टूबर 1970 का संशोधन करते हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि कब्जों, सांफलों और कुंडों की प्रति इकाई मुहर लगाने की फीसों में परिवर्तन किया गया है। ये परिवर्तित फीसें जिनके व्योरे नीचे अनुसूची में दिए गए हैं, 16 सितम्बर 1972 से लागू हो जायेंगी।

अनुसूची

सं० सी० एम० डी०/13:10

क्रम संख्या	उत्पाद/उत्पाद का नाम	सम्बद्ध भारतीय मानक की पद संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	अलुमिनियम धातु के बट कब्जे	आई एम : 205-1966 अलुमिनियम धातु के बट कब्जों की विशिष्टि (डूंपु०)	100 नग	(1) प्रथम 2000 इकाई तक 50 पैसे प्रति इकाई (2) 2001 से 4000 इकाई तक प्रति इकाई 20 पैसे और (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे।
2.	टी और पट्टी वाले कब्जे	आई एम : 206-1962 टी और पट्टी वाले कब्जों की विशिष्टि	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे।
3.	पालियामेंट कब्जे	आई एम : 362-1968 पालियामेंट कब्जों की विशिष्टि (डूंपुन)	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे

(1)	(2)	(3)	(4)	(5)
4.	सांकल और कुंडे	आई एस : 363-1970 सांकल और कुंडों की विनिष्टि (बुन पुन)	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे ।
5.	बुहरी क्रिया वाले स्पिंगदार कब्जे	आई एस : 453-1963 बुहरी प्रक्रिया वाले स्पिंग कब्जों की विनिष्टि (पुनरीक्षित)	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे ।
6.	इस्पात के बट कब्जे	आई एस : 1341-1970 इस्पात के बट कब्जों की विनिष्टि (बुन पुन)	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे ।
7.	पूरी सम्बाई वाले (पियानो) कब्जे	आई एस : 3818-1966 पूरी लम्बाई वाले पियानो कब्जों की विनिष्टि	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (2) 2001 से 4000 तक प्रति इकाई 20 पैसे और (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे ।
8.	इस्पात के फ्लैप चढ़े कब्जे	आई एस : 3843-1966 इस्पात के फ्लैप चढ़े कब्जों की विनिष्टि	100 नग	(1) प्रथम 2000 इकाई तक प्रति इकाई 50 पैसे (3) 2001 से 4000 तक प्रति इकाई 20 पैसे ; और (3) 4001 और इससे ऊपर प्रति इकाई 15 पैसे ।

[सी०एम० डी०/ 113:10]

ए०बी० राव, निदेशक (सेंट्रल मार्क्स)

New Delhi, the 21st November, 1972

S. O. 4056:—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the date shown against each:

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking fee Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Moderate heat duty fireclay refractories, group A	IS: 6-1967 Specification for moderate heat duty fireclay refractories, group A	One Tonne	12 Paise	1 October 1972
2.	Cast iron manhole covers and frames intended for use in drainage works	IS: 1726-1967 Specification for cast iron manhole covers and frames intended for use in drainage works.	One Tonne	Rs. 5.00	1 September 1972
3.	Nickel salts for electroplating	IS: 1809-1968 Specification for nickel salts for electroplating.	One kg.	15 Paise	1 September 1972
4.	Hexamethylenetetramine (hexamine)	IS: 4306-1967 Specification for hexamethylenetetramine (hexamine)	One Tonne	Rs. 2.50	16 September 1972

CMD 13:10

A. B. RAO, Director (Central Marks)

औद्योगिक विकास मंत्रालय
नई दिल्ली, दिनांक 21 नवम्बर, 1972

क्र० आ० 4056—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम, 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि विभिन्न उत्पादों की प्रति इकाई मुहरांकन फीस जिनके व्यौरे नीचे अनुसूची में दिए गए हैं, निर्धारित की गई हैं और ये फीस उनके आगे दिखाई तिथियों से लागू हो जाएगी :—

अनुसूची

क्रम संख्या	उत्पाद/उत्पादों का नाम	सम्बद्ध भारतीय मानक की पद संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस	लागू होने की तारीख
(1)	(2)	(3)	(4)	(5)	(6)
1.	साधारण ताप पर काम के लिए अग्नि मिट्टी ऊष्मासह, ग्रुप ए	आई एस : 6-1967 साधारण ताप पर काम के लिए अग्नि मिट्टी के ऊष्मासह, ग्रुप ए, की विशिष्टि (नीमरा पुनरीक्षण)	एक टन	12 पैसे	1 अक्टूबर 1972
2.	जल निकास कार्यों में उपयोग के लिए सैन-होल के डबवां लोहे के डबकन और चौखटे	आई एस : 1726-1967 जलनिकास कार्यों में उपयोग के लिए सैनहोल के डबवां टन लोहे के डबकों और चौखटों की विशिष्टि (पहला पुनरीक्षण)	एक मीटरी टन	रु० 5.00	1 नवम्बर 1972
3.	बिजली द्वारा लेपन के लिए निकेल लवण	आई एस : 1809-1968 बिजली द्वारा लेपन के लिए निकेल लवण की विशिष्टि (पहला पुनरीक्षण)	एक किलोग्राम	15 पैसे	1 नवम्बर 1972
4.	हैक्सा मिथाइलीन टेट्रोमीन (हैक्सामीन)	आई एस : 4306-1967 हैक्सा मिथाइलीन टेट्रोमीन (हैक्सामीन) की विशिष्टि	एक मीटरी टन	रु० 2.50	16 नवम्बर 1972

सं० सी० एम० बी/13:10

ए० बी० राव, निदेशक (सेंट्रल मार्क्स)

New Delhi, the 23rd November, 1972

S. O. 4957—In partial modification of the then Ministry of Industry & the Ministry of Commerce and Industry (Indian Standards Institution) notifications, 'particulars of which are given in Col (2) below, the Indian Standards Institution, hereby notifies that the marking fees for BHC, technical and DDT technical, details of which are given in the following schedule, have been revised. The revised rate of marking fees shall come into force with immediate effect:

THE SCHEDULE

Sl. No.	Particulars of Earlier Notification	Product/Class of Product	No. and Title of the Relevant Indian Standards	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)	(7)
1.	S.O. 1950 dated 22 May 1964 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 6 June 1964	BHC, technical and refined	IS: 560-1969 Specification for BHC, technical and refined (second revision)	One Tonne	(i) Rs. 2.00 per unit for the first 3000 units; (ii) Re. 1.00 per unit for the 3001st to 5000 units and (iii) 50 paise per unit for the 5001st unit and above.
2.	S.O. 541 dated 1 April 1958 published in the Gazette of India, Part II, Section 3 dated 19 April 1958	DDT, technical	IS: 563-1961 Specification for DDT, technical (revised)	One Tonne	(i) Rs. 2.00 per unit for the first 3000 units; (ii) Re. 1.00 per unit for the 3001st to 5000 units and (iii) 50 paise per unit for the 5001st unit and above.

No. CMD/13 : 10

A. B. RAO, Director (Central Marks)

नई दिल्ली, दिनांक 23 नवम्बर, 1972

का प्र० 4057—भारत सरकार के तत्कालीन उद्योग मंत्रालय तथा वाणिज्य और उद्योग मंत्रालय (भारतीय मानक संस्था) की अधिसूचनाओं जिनके ध्येय नीचे स्वयं (2) में दिए हैं, के आंशिक संगोचन स्वरूप भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि बी० एच० सी० तकनीकी और डी० डी० टी० तकनीकी पर मुहर लगाने की फीस जिनके विवरण नीचे अनुसूची में दिए गए हैं, बढ़ाई जा रही है। ये बड़ी हुई फीसें तुरन्त ही लागू हो जाएंगी।

अनुसूची

क्रम सं०	पहली अधिसूचनाओं का विवरण	उत्पाद/उत्पादों की श्रेणी	तत्संबंधी भारतीय मानक की पद संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)	(6)
1.	एस० प्र० 1950 दिनांक 22 मई 1964, भारत के राजपत्र भाग ii, खण्ड 3, उपखण्ड 2 दिनांक 6 जून 1964 में प्रकाशित	बी० एच० सी० तकनीकी और परिष्कृत	आई एस : 560-1964 बी० एच० सी० तकनीकी और परिष्कृत की विशिष्ट (दूसरा पुनरीक्षण)	एक मीटरी टन	(1) पहली 3000 इकाइयों तक रु० 2.00 प्रति इकाई (2) 3001 से 5000 इकाइयों तक रु० 1.00 प्रति इकाई (3) 5001 से और इससे ऊपर इकाइयों तक 0.50 पैसे प्रति इकाई।
2.	एस० प्र० 541 दिनांक 1 अप्रैल 1958 भारत के राजपत्र भाग 2 खण्ड 3 दिनांक 19 अप्रैल 1958 में प्रकाशित	डी० डी० टी० तकनीकी	आई एस : 563-1961 डी० डी० टी० तकनीकी की विशिष्ट (पुनरीक्षण)	एक मीटरी टन	(1) पहली 3000 इकाइयों तक रु० 2.00 प्रति इकाई (3) 3001 से 5000 इकाइयों तक रु० 1.00 प्रति इकाई (3) 5001 और इससे ऊपर इकाइयों तक 0.50 पैसे प्रति इकाई।

सं० सी एस डी 13 : 10

ए० बी० राव, निदेशक (सेंट्रल मार्केट)

MINISTRY OF INDUSTRIAL DEVELOPMENT

New Delhi, the 29th November, 1972.

ORDER

S.O. IDRA 4058.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951, (65 of 1951), read with rules 3, 4 and 5 and of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Man-Made Textiles, namely:—

Development Council for Man-made Textiles

Chairman

1. Shri V. K. Shah, Managing Director, M/s. Baroda Rayon Corporation Ltd., 130—132, Appollo Street, Bombay-1.

Member

2. Shri I. H. Parekh, President, M/s. Gwalior Rayon Silk Manufacturing (Weaving) Company Ltd., P.O. Birlagram, Nagda Madhya Pradesh.
3. Shri V. Sagar, M/s. Nirlon Synthetic Fibres and Chemicals, 115, Mahatma Gandhi Road, Bombay.
4. Shri S. R. Singhanian, M/s. J. K. Synthetics Ltd., Kamla Tower, Kanpur, Uttar Pradesh.
5. Shri Ashok Garware, Chairman, M/s. Association of Synthetic Fibres of India, Raj Mahal, 1st Floor, 84, Veer Nariman Road, Bombay-20. BR.
6. Shri D. N. Shroff, Chairman, Silk & Artsilk Mills Association, 78, Veer Nariman Road, Resham Bhavan, 5th Floor, Bombay-20. BR.
7. Shri J. G. Vakharia, Standard Silk Mills, Surat.
8. Shri H. K. Jain, President, Federation of Hosiery Association, Moosa Haji Patnawale, 20, Haines Road, Mahalaxmi, Bombay-11.

9. Shri H. Kapadia, Chairman, All India Embroidered Textile, Manufacturing Association, Bombay.
10. Chairman, Punjab Warp Knitters Association, Amritsar.
11. Shri Neelkantiah, President, Cotton Silk & Rayon Textiles, Cooperative Society, Dodaballapur, Mysore.
12. The Director of Handlooms, Tamil Nadu, Madras.
13. Shri J. G. Parikh, Director, Silk and Artsilk Mills Research Association, Dr. Anne Basant Road, Worli, Bombay-25.
14. Shri I. P. Podar, M/s. Calcutta Silk Manufacturing Co. Ltd., 37, Vivekanand Road, Calcutta.
15. Shri Kapal Mehra, Orkay Group of Industries, Kurla Andheri Road, Saki Naka, Bombay.
16. Shri S. P. Sapara, Commercial Manager, M/s. Chemical and Fibres of India Ltd., 19, Witted Road, Ballard Estate, Bombay.
17. Shri J. J. Mehta, Chairman & Managing Director, Indian Petro-Chemical Corpn. Ltd. Baroda, Gujarat.
18. The Chairman, Silk & Rayon Textiles Export Promotion Council, 78, Veer Nariman Road, Bombay.
19. Shri Dhirubhai Ambani, Managing Director, Reliance Textile Industries (P) Ltd., Court House, 4th Floor, Tilak Marg, Dhobi Talao, Bombay-2—BR.
20. Shri K. Kishore Joint Secretary, Ministry of Foreign Trade, New Delhi.
21. Shri L. Kumar, Industrial Adviser, Ministry of Petroleum and Chemical, Shastri Bhavan, New Delhi.
22. Shri M. Satyapal, Director, Planning Commission, Yojna Bhavan, New Delhi.

23. Shri S. K. Sahgal, Joint Secretary, Ministry of Industrial Development, New Delhi.
24. Dr. A. Seetharamiah, Deputy Director General, Directorate General of Technical Development, New Delhi.
25. Shri R. C. Saksena, Joint Textile Commissioner, Member-Secretary, Office of the Textile Commissioner, Bombay.

2. In pursuance of clause (c) of rule 2 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Shri R. C. Saksena, Joint Textile Commissioner, Office of the Textile Commissioner, Bombay, to carry on the functions of Secretary to the said Development Council.

[No. 15(8)/71-LC]

S. A. T. RIZVI, Under Secy.

दिल्ली, 29 नवम्बर, 1972

का०धा० 4058/आई० डी० आर० ए०/6/8/72—विकास परिषद् (प्रक्रियात्मक) नियम, 1952 के नियम 3, 4 और 5 के साथ पठित उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निम्नलिखित व्यक्तियों को इस आदेश की तारीख से दो वर्ष की अवधि के लिए मानव-निर्मित वस्त्र विकास परिषद् के सदस्य के रूप में एतद्-द्वारा नियुक्त करती है अर्थात्:—

मानव निर्मित वस्त्र विकास परिषद्

अध्यक्ष

1. श्री बी० के० शाह
प्रबन्ध निदेशक]
मैसर्स बड़ीवा रैपम कार्पोरेशन लिमिटेड
130—132 अपोलो स्ट्रीट मुम्बई-1

सदस्य

2. श्री आई० एच० पारेख]
अध्यक्ष,
मैसर्स खालियर रेयन सिल्क मैन्यूफैक्चरिंग (प्रा०) कम्पनी लिमिटेड
डाकघर बिड़लाग्राम नागदा, मध्यप्रदेश
3. श्री बी० सागर]
मैसर्स निर्लेन सिन्थेटिक फाइबर्स एण्ड केमिकल्स]
115-महात्मा गांधी रोड मुम्बई-3
4. श्री एस० आर० सिंघानिया]
मैसर्स जे० के० सिन्थेटिक लिमिटेड,
कमला टावर, कानपुर, उत्तर प्रदेश
5. श्री अशोक गरवरे,
अध्यक्ष,
मैसर्स एसोसिएशन आफ सिन्थेटिक फाइबर्स आफ इण्डिया
राजमहल, पहली मंजिल
84 बी, नरीमान रोड, मुम्बई-20 बी० आर०
6. श्री डी० एन० श्रोफ, अध्यक्ष,
सिल्क एण्ड आर्ट सिल्क मिल्स एसोसिएशन
78. बी, नरीमान रोड, रेशम भवन
पांचवीं मंजिल मुम्बई-20 बी० आर०
7. श्री जे० जी० बारबरिया,
स्टेण्डर्ड सिल्क मिल्स, सूरत

8. श्री एच० के० जैन, अध्यक्ष,
फैब्रेशन आफ होजरी एसोसिएशन,
मूसा हाजी पटमावाले,
20 हेन्स रोड, महालक्ष्मी, मुम्बई-11
9. श्री एच० कापड़िया, अध्यक्ष,
ग्राल इण्डिया एम्ब्रायडर्ड टेक्सटाइल मैन्यूफैक्चरिंग एसोसिएशन,
मुम्बई
10. अध्यक्ष
पंजाब वार्प निटर्स एसोसिएशन,
अमृतसर
11. श्री नीलकण्ठिया, अध्यक्ष,
काटन मिल्क एण्ड रेयन टेक्सटाइल्स
को-आपरेटिव सोसाइटी
दोदाबल्लापुर, मैसूर
12. हाथकरधा निवेशक,
तमिलनाडु, मद्रास
13. श्री जे० जी० पारिख, निदेशक,
सिल्क एण्ड आर्ट सिल्क मिल्स रिसर्च एसोसिएशन,
डा० एनी वसेंट रोड, वर्ली, मुम्बई-25
14. श्री आई० पी० पोवार,
मैसर्स कलकत्ता सिल्क मैन्यूफैक्चरिंग कम्पनी लिमिटेड,
37, विवेकानन्द रोड, कलकत्ता
15. श्री कपल मेहरा,
श्रीरके शुप आफ इण्डस्ट्रीज,
कुर्ला ग्रंथेरी रोड, साकी नाका, मुम्बई
16. श्री एस० पी० मपरा,
वाणिज्यिक प्रबन्धक,
मैसर्स केमिकल एण्ड फाइबर्स आफ इण्डिया लिमिटेड,
19, विटेड रो बेल्लाई एस्टेट, मुम्बई
17. श्री जे० जे० मेहता,
अध्यक्ष और प्रबन्धक निवेशक,
इण्डियन पेट्रो-केमिकल कार्पोरेशन लिमिटेड,
बड़ीवा, गुजरात
18. अध्यक्ष,
सिल्क एण्ड रेयन टेक्सटाइल्स एक्सपोर्ट,
प्रमोशन काउंसिल,
78, वीर नरीमान रोड, मुम्बई
19. श्री श्रीरामाई अम्बामी,
प्रबन्ध निदेशक,
रिलाइन्स टेक्सटाइल इण्डस्ट्रीज (प्रा०) लिमिटेड,
कोर्ट हाउस, चौथी मंजिल, तिलक मार्ग,
धोबी तालाब, मुम्बई-2 बी० आर०
20. श्री के० किशोर,
संयुक्त सचिव,
विदेश व्यापार मंत्रालय, नई दिल्ली
21. श्री एल० कुमार,
औद्योगिक सलाहकार,
पेट्रोलियम और रसायन मंत्रालय,
शास्त्री भवन, नई दिल्ली

22. श्री एम० सत्यपाल,
निदेशक,
योजना आयोग योजना भवन,
नई दिल्ली

23. श्री एस० के० महुगल,
संयुक्त सचिव,
औद्योगिक विकास मंत्रालय,
नई दिल्ली

24. डा० ए० सीतारमय्या,
उप-महानिदेशक,
तकनीकी विकास महानिदेशालय,
नई दिल्ली

25. श्री आर० सी० सक्सेना, सदस्य-सचिव
संयुक्त वस्त्र आयुक्त,
वस्त्र आयुक्त का कार्यालय,
मुम्बई

2. विकास परिषद् (प्रक्रियात्मक) नियम, 1952 के नियम 2 के खण्ड (ग) के अनुसरण में, केन्द्रीय सरकार, श्री आर० सी० सक्सेना संयुक्त वस्त्र आयुक्त, वस्त्र आयुक्त का कार्यालय, मुम्बई का उक्त विकास परिषद् के सचिव के कृत्य करने के लिए एतद्द्वारा नियुक्त करती है।

[सं 15(8)/71-एल०सी०]

एस० ए० टी० रिजवी

अवर सचिव

MINISTRY OF INDUSTRIAL DEVELOPMENT

(Department of Internal Trade)

New Delhi, the 28th November, 1972.

NOTIFICATION

S.O. 4059.—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Ludhiana Grain Exchange Ltd., Ludhiana, and being satisfied that it would be in the interest of the trade and also in the public interest to do so, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 12th December, 1972 to 11th December 1973 (both days inclusive) in respect of forward contracts in cottonseed.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(11)-I.T./72]

Y. A. RAO, Under Secy.

दिल्ली, 28 नवम्बर, 1972

का०आ० 4059 केन्द्रीय सरकार लुधियाना ग्रेन एक्सचेंज लिमिटेड, लुधियाना के पुनर्नवीकरण के लिए अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन दिए गए आवेदन पर वायदा बाजार आयोग से परामर्श करके विचार कर लेने पर और अपना यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, उक्त अधिनियम की धारा 6 द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए उक्त को बिनीला की अग्रिम संविदाओं की बाबत 12 दिसम्बर, 1972 से लेकर 11 दिसम्बर, 1973 तक, जिसमें ये दोनों दिन सम्मिलित हैं एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2. एतद्द्वारा प्रदत्त मान्यता इस शर्त के अध्वधीन है कि उक्त एक्सचेंज वायदा बाजार आयोग द्वारा समय-समय पर दिए जाने वाले निदेशों का अनुपालन करेगा।

[सं 12(11)-आई०टी०/72]

(Department of Internal Trade)

New Delhi, the 28th November, 1972

S.O. 4060.—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952) by the Jalna Merchants' Association, Ltd, Jalna, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Association for a further period of one year from 10th October, 1972 to 9th October, 1973 (both days inclusive) in respect of Forward Contracts in cottonseed.

2. The recognition hereby granted is subject to the condition that the said Association shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F.No.12(12)-I.T./72]

Y. A. RAO, Under Secy.

दिल्ली, 28 नवम्बर, 1972

का०आ० 4060 केन्द्रीय सरकार जलना मर्चेंट्स एसोसिएशन लि० जलना मान्यता के पुनर्नवीकरण के लिए अग्रिम संविदा (विनियमन) अधिनियम 1952 (1952 का 74) की धारा 5 के अधीन दिए गए आवेदन पर, वायदा बाजार आयोग से, परामर्श करके, विचार कर लेने पर और अपना यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, उक्त अधिनियम की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एसोसिएशन को बिनीला की अग्रिम संविदाओं की बाबत 10 अक्टूबर, 1972 से लेकर 9 अक्टूबर 1973 तक जिसमें ये दोनों दिन सम्मिलित हैं, एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती हैं।

2. एतद्द्वारा प्रदत्त मान्यता इस शर्त के अध्वधीन है कि उक्त संगम वायदा बाजार आयोग द्वारा समय-समय पर दिए जाने वाले निदेशों का अनुपालन करेगा।

[सं 12(12)-आई०टी०/72]

आई० ए० राव

अवर सचिव

Delhi, the 29th November, 1972

S. O. 4061—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended subsequently, the Indian Standards Institution hereby notifies that Certification Marks Licence No. CM/L-2545 particulars of which are given below, has been cancelled with effect from 1 October, 1972 as per the request made by the licensee:

THE SCHEDULE

Licence No. and date	Name & Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-2545 18 Feb., 1971	The Dharwar Electrical Industries Ltd., Post Box No. 5, Dharwar (Mysore State).	Arc-welding transformers, single operator type, 180 amps rating 380—440 volts, Class 'A' insulation Brand: WELDAL.	IS: 1851-1966 Specification for single operator type arc welding transformers (first revision).

CMD/55: 2545 (ET)

A. B. RAO, Director

नई दिल्ली, 29 नवम्बर, 1972

क्र० आ० 4061—भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम, 1955 के विनियम 14 के उपविनियम (4) के संशोधित रूप के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि मुद्रांकन सम्बन्धी लाइसेंस संख्या सी०एम०/एल०-2545 जिसके ध्येय नीचे अनुसूची में दिए हैं लाइसेंसधारी के अनुरोध पर 1 अक्टूबर, 1972 से रद्द कर दिया गया है :

अनुसूची

लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के प्रयोजन वस्तु/प्रक्रिया	सम्बन्धी भारतीय मानक
(1)	(2)	(3)	(4)
सी०एम०/एल०-2445, 18 फरवरी, 1971	दि धारवाड़ इलेक्ट्रिकल इंडस्ट्रीज लि०, डाकघर बाक्स सं० 5, धारवाड़ (मैसूर राज्य)	एक आपरेटर वाले धार्क वैल्विंग ट्रांसफार्मर, 180 एम्पी रेटिंग 380-440 वोल्ट 'ए' श्रेणी के रोधन वाले ब्रांड : वेल्डल	आई एस 1851-1966 एक आपरेटर वाले धार्क वैल्विंग ट्रांसफार्मर की विशिष्ट (पहला पुनरीक्षण)

सी०एम०बी० / 55:2545 (इटी)

ए० बी० राव निदेशक

New Delhi, the 29th November, 1972

ORDER

S.O. 4062. (IDRA/6/7/72).—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 3, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Inorganic Chemical Industries, namely:—

DEVELOPMENT COUNCIL FOR INORGANIC CHEMICAL INDUSTRIES

CHAIRMAN

1. Dr. Atma Ram, (Former Director General, Council of Scientific and Industrial Research), 13, Balwant Rai Mehta Road, New Delhi.

MEMBERS

2. Dr. B. V. Bhoota, Door Oliver India Ltd., 16, Queen's Road Estate, Bombay-1.
3. Dr. K. S. Sarma, Managing Director, Bharat Heavy Plate & Vessel, Vizagapatnam.
4. Dr. K. S. Chari, Director, Fertiliser Institute, 85, Sunder Nagar, New Delhi.

5. Shri M. M. Gurunath, Salt Consultant, 3, Lakshmana Chetty Street, Madras-17.
6. Shri M. L. Gambhir, Salt Commissioner, P.O.B. No. 139, Jaipur.
7. Dr. C. B. Patel, Executive Director, Gujarat State Fertiliser Co. Ltd., P.O. Fertiliser Nagar, Distt. Baroda.
8. Shri P. C. Jain, 'Nirmal', 3rd Floor, 241, Backbay Reclamation, Nariman Point, Bombay-20.
9. Dr. G. P. Kane, Flat 2B, Sri Pant Bhavan, Sandhurst Road, Bombay.
10. Shri Shyam Sunder Kanoria, 9, Brabourne Road, Calcutta-1.
11. Shri R. B. Shah, Star Chemical Ltd., 21, Noble Chamber, P.B. 56, Parsi Bazar Street, Bombay-1.
12. Dr. S. K. Mukherjee, Director (Production), The Fertiliser Corporation of India Ltd., F-43, South Extension (Pt.—I), Ring Road, New Delhi.
13. Shri B. K. Khanna, Managing Director, Fertiliser and Chemicals Ltd., Udyogmandal, Alwaye (Kerala State).
14. Shri Paul Pothan, Managing Director, Indian Farmer Fertiliser Corporation Ltd., Administrative Division, N.D.S.E. Pt. II, New Delhi-49.

15. Shri D. G. Rao, Chief Engineer, Group Manager (PPD) Process Design P.O. Sindri, (CIFT Bldg.), District Dhanbad, Bihar.
16. Shri S. Ramachandran, Chairman, Mineral & Metals Trade Corporation, Express Bldg., Bahdurshah Zafar Marg, New Delhi.
17. Shri R. V. Ramani, Alkali Manufacturers Association, Bansilal Mansion, 11, Bruce Street, Fort, Bombay-1.
18. Shri B. B. Ramaiah, Joint Managing Director (Tech.), Andhra Sugars Ltd., Tanuku, Andhra Pradesh.
19. Dr. M. D. Parekh, Managing Director, National Rayon Corporation, P.O. 200, Ewart House, Bruce Street, Fort, Bombay-1.
20. Shri M. L. Sethi, Director of Mines & Geology, Govt. of Rajasthan, Udaipur.
21. Shri John Simon, Managing Director, Neyvelli Lignite Corporation, Neyvelli, Tamil Nadu.
22. Dr. B. S. Garud, General Manager, Sriram Fertilisers & Chemicals, Kota, Rajasthan.
23. Shri Satyapal Mishra, Secretary, Indian National Trade Union Congress, Bihar Branch, I-F-12, Block 2, Sreekrishnapur, Boring Road, Patna.
24. Development Commissioner, Small Scale Industries, New Delhi.
25. Dr. B. K. Dhar, Specialist (Soils & Fertilisers), Ministry of Agriculture (Deptt. of Agr.), New Delhi.
26. Shri Zafar Saifullah, Director, Ministry of Industrial Development, New Delhi.
27. Shri I. G. Jhingran, Deputy Secretary, Ministry of Petroleum & Chemicals, New Delhi.
28. Shri R. R. Gupta, Deputy Secretary, Ministry of Petroleum & Chemicals, New Delhi.
29. Shri M. Subramaniam, Asstt. Development Officer, Directorate General of Technical Development, New Delhi.

2. In pursuance of clause (c) of rule 2 of the Development Councils (Procedural) Rules, 1952, the Central Government, hereby appoints Shri M. Subramaniam, Assistant Development Officer, Directorate General of Technical Development, New Delhi, to carry on the functions of Secretary to the said Development Council.

[No. 15(7)/71-LC]

S. A. T. RIZVI, Under Secy.

दिल्ली, 29 नवम्बर, 1972

आवृत्ति

का.आ. 4052 आई डी आर ए/6/7/72.—विकास परिषद् (प्रौद्योगिक) नियम, 1952 के नियम 3, 4 और 5 के साथ पीठित, उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, निम्नीलिखित व्यक्तियों को, इस आवृत्ति की तारीख से दो वर्ष की अवधि के लिए अकार्बनिक रसायन उद्योग विकास परिषद् के सदस्यों के रूप में, एतद्वारा नियुक्त करती है, अर्थात् :—

अकार्बनिक रसायन उद्योग विकास परिषद्

अध्यक्ष

1. डा. आत्मा राम, (भूतपूर्व महानिदेशक, वैज्ञानिक और औद्योगिक अनुसंधान परिषद्) 13, बलवंत राय मेहता रोड, नई दिल्ली।

सदस्य

2. डा. बी. सी. भूटा, डोर ऑलिवर इण्डिया लि., 16, क्वीन्स रोड, एस्टेट, मुम्बई-1।
3. डा. के. एस. शर्मा, प्रबंध निदेशक, भारत भारी प्लैट और जलयान, विशाखापत्तनम।
4. डा. के. एस. चारी, निदेशक, उर्वरक संस्थान, 83, सुन्दर नगर, नई दिल्ली।
5. श्री एम. एम. गुरुनाथ, लवण परामर्शी, 3, लक्ष्मण चेट्टी स्ट्रीट, मद्रास-17।
6. श्री एम. एल. गम्भीर, लवण आयुक्त, हाकधर बा. सं. 139, जयपुर।
7. डा. सी. बी. पटेल, कार्यकारी निदेशक, गुजरात राज्य उर्वरक कं. लि., हाकधर उर्वरक नगर, जिला बड़ौदा।
8. श्री पी. सी. जैन, 'निर्मल', सीसरी मंजिल, 241, बैंक रोड, रंजितमोशन, नारीमन प्वायंट मुम्बई, 20।
9. डा. जी. पी. काने, प्लैट 2 बी, श्री पंत भवन सैंडहार्स्ट रोड, मुम्बई।
10. श्री श्याम सुन्दर कनोस्वा, 9, बूर्न रोड, कलकत्ता-1।
11. श्री आर. बी. शाह, स्टार रसायन लि. 21, नोबल चम्बर हाक बी. 56 पारसी बाजार स्ट्रीट, मुम्बई-1।
12. डा. एस. के. मुखर्जी, निदेशक (उत्पादन), वि. फॉर्टि लाइजर कार्पोरेशन आफ इण्डिया लि., एफ-43, साउथ एक्सटेंशन (पार्ट 1) रिंग रोड, नई दिल्ली।
13. श्री बी. के. खन्ना, प्रबंध निदेशक, उर्वरक और रसायन लि., उद्योगमंडल, अल्हाय (कल राज्य)।
14. श्री पॉल पोल्हन, प्रबंध निदेशक, भारतीय कृषिक उर्वरक कार्पोरेशन लि., प्रशासनिक प्रभाग, नई दिल्ली साउथ एक्सटेंशन पार्ट-2, नई दिल्ली-49।
15. श्री डी. जी. राव, मुख्य इंजीनियर ग्रुप प्रबंधक (पी पी डी), प्रोसेस डिजाइन, हाकधर सिन्ध्री, (सी आई एफ टी बिल्डिंग) जिला धनबाद, बिहार।
16. श्री एस. रामचन्द्रन, अध्यक्ष, खनिज और धातु व्यापार निगम, एक्सप्रेस बिल्डिंग, बहादुरशाह जफर मार्ग, नई दिल्ली।
17. श्री आर. बी. रमानी, अल्कली मैन्यूफैक्चरर्स एसोसिएशन, बंसिलाल मैनसन, 11, ब्रूस स्ट्रीट, फोर्ट, मुम्बई-1।
18. श्री बी. बी. रमैया, संयुक्त प्रबंध निदेशक (तक.) आन्ध्र शर्करा लि., टनुरु, आंध्र प्रदेश।
19. डा. एम. डी. पारेख, प्रबंध निदेशक, राष्ट्रीय रंजन निगम, हाकधर 200, इवर्ट हाउस, ब्रूस स्ट्रीट फोर्ट, मुम्बई-1।
20. श्री एम. एल. रोठी, निदेशक, खान और भू-विज्ञान, राजस्थान सरकार, उदयपुर।
21. श्री जॉन सिमन, प्रबंध निदेशक, नेवेली लिग्नाइट निगम, नेवेली तमिल नाडु।
22. डा. बी. एस. गुरुद, महा प्रबंधक, श्री राम उर्वरक और रसायन, फोटा, राजस्थान।

23. श्री सत्यपाल मिश्र, सचिव, इण्डियन नेशनल ट्रेड यूनियन कांग्रेस, बिहार शाखा, एल एफ 12, ब्लॉक 2, श्री कृष्णपुर, बाँसग रोड, पटना।
24. विकास आयुक्त, लघु उद्योग, नई दिल्ली।
25. डा. बी. के. धर, विशेषज्ञ, (मुद्रा और उर्वरक), कृषि मंत्रालय (कृषि विभाग), नई दिल्ली।
26. श्री जफर सैफुल्लाह, निदेशक, औद्योगिक विकास मंत्रालय, नई दिल्ली।
27. श्री आर्. जी. झींगन, उपसचिव, पेट्रोलियम और रसायन मंत्रालय, नई दिल्ली।
28. श्री आर. आर. गुप्ता, उपसचिव, पेट्रोलियम और रसायन मंत्रालय, नई दिल्ली।
29. श्री एम. सुब्रमणियम, सहायक अधिकारी, तकनीकी विकास महानिदेशालय, नई दिल्ली।

2. विकास परिषद् (प्रक्रियात्मक) नियम, 1952 के नियम 2 के खंड (ग) के अनुसूचन में, केन्द्रीय सरकार, श्री एम. सुब्रमणियम, सहायक विकास अधिकारी, तकनीकी विकास महानिदेशालय, नई दिल्ली को उक्त विकास परिषद् के सचिव के कृत्य करने के लिए एतद्वारा नियुक्त करती है।

[सं. 15(7)/71-एल सी.]

एस. ए. टी. रिजवी, अवर सचिव।

SWASTHYA AUR PARIVAR NIYOJAN MANTRALAYA (Swasthya Vibhag)

New Delhi, the 23rd November, 1972

S.O. 4063.—Whereas in pursuance of clause (g) of sub-section (2) of section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), the Central Government hereby nominates Dr. Kamala Sohoni, Chairman, Testing Committee, Consumer Guidance Society, Bombay, as a member of the Central Committee of Food Standards for a period of three years from the 8th September, 1972 to represent the commercial interests *vice* Smt. Krishna Basrur, Secretary, Consumer Guidance Society, Bombay, who has resigned from the membership of the said Committee with effect from the 8th September, 1972.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Health No. S.R.O. 1236 dated the 1st June, 1955, namely:—

In the said notification, for the entry against item 26, the following entries shall be substituted, namely:—

“26. Dr. Kamala Sohoni, Chairman, Testing Committee, Consumer Guidance Society, Bombay.

being representative of agriculture, commerce and industry nominated by the Central Government under clause (g) of sub-section (2) of section 3.”

[No. P. 15016/2/72-P.H.]

K. SATYANARAYANA, Under Secy.

नई दिल्ली, 23 नवम्बर, 1972

का० प्रा० 4063—प्रतः खाद्य प्रपिचन निवारण अधिनियम 1954 (1954 का 37) की धारा 3 की उप धारा (2) के खण्ड (ख) का अनुसरण करते हुए केन्द्रीय सरकार एतद द्वारा कन्ज्यूमर-गाइडेंस सोसाइटी, बम्बई की सचिव डा० श्रीमती कृष्णा बस्सुर के स्थान पर, जिन्होंने 8 सितम्बर, 1972 से खाद्य मानकों की केन्द्रीय समिति की सदस्यता से त्यागपत्र दे दिया है, परीक्षण समिति कन्ज्यूमर गाइडेंस सोसाइटी, बम्बई की अध्यक्षता

डा० कमला सोहनी को 8 सितम्बर, 1972 से तीन वर्ष की अवधि के लिए खाद्य मानकों की केन्द्रीय समिति का सदस्य मनोनीत करती है।

प्रतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद द्वारा भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना संख्या एस०आर०प्रो० 1236 दिनांक 1 जून, 1955 में और सांगे निम्नलिखित संशोधन करती है:—

उक्त अधिसूचना में, सब संख्या 26 के सामने दी गई प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रख ली जाय :

26, डा० कमला सोहानी,	धारा 3 की उपधारा (2) के खण्ड
अध्यक्ष परीक्षण समिति	(ख) के अधीन केन्द्रीय सरकार
कन्ज्यूमर गाइडेंस सोसाइटी,	द्वारा कृषि, वाणिज्य, एवं उद्योग
बम्बई 1	का मनोनीत सदस्य होने के नाते।
	के० सत्यनारायण अवर सचिव।

New Delhi, the 23rd November, 1972

S.O. 4064.—Whereas Dr. C. L. Jhaveri, L.C.P.S. (Bom), D.G.O. (Bom), M.C.P.S. (Bom), F.C.P.S. (Bom), M.B.B.S. (Bom), M.D. (Bom); 126, Lady Hardings Road, Matunga, opp. Rivoli Talkies, Bombay-16, has been elected with effect from the 3rd October, 1972, from the State of Maharashtra as a member of the Medical Council of India under clause (c) of sub-section (1) of section 3 of Indian Medical Council Act, 1956 (102 of 1956);

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby directs that Dr. C. L. Jhaveri, whose name appears at serial No. 1 under the heading “Elected under clause (c) of sub-section (1) of section 3” in the notification of the Government of India in the Ministry of Health No. 5-13/59-MI, dated the 9th January, 1960, shall continue to be a member of the Medical Council of India for a further period of five year with effect from the 3rd October, 1972 or until his successor is elected, whichever is longer.

[No. V.11013/1/72-MPT.]

V. S. TALWAR, Dy. Secy.

नई दिल्ली, दिनांक 23 नवम्बर, 1972

का० प्रा० 4064—यतः भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उप धारा (1) के खण्ड (ग) के अधीन डा० सी०एस० जवाहरी, एल०सी०पी०एस० (बम्बई), डी० जी०प्रो० (बम्बई), एम०सी०पी०एस० (बम्बई), एफ०सी०पी०एस० (बम्बई), एम०बी०बी०एस० (बम्बई), एम०डी० (बम्बई) 126, लेडी हार्डिंग रोड, मटुंगा, (बोली टाकीज के सामने) बम्बई 16, को 3 अक्टूबर 1972 से महाराष्ट्र राज्य से चिकित्सा परिषद का सदस्य निर्वाचित किया गया है।

प्रतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्धों का अनुसरण करते हुए केन्द्रीय सरकार एतद द्वारा न निदेश देती है कि डा० सी०एस० जवाहरी जिसका नाम भारत सरकार, स्वास्थ्य मंत्रालय के 9 जनवरी, 1960 की अधिसूचना सं० 5-13/59-वि० 1 के खण्ड 3 के उपखण्ड (1) के अनुच्छेद (ग) के अधीन निर्वाचित शीर्षक के अन्तर्गत क्रम संख्या 1 में उल्लिखित है, 3 अक्टूबर, 1972 के प्रागामी पांच वर्ष की अवधि के लिए अधिकांश तक उनके उत्तराधिकारी का निर्वाचन नहीं हो जाना, जो भी बाद में हो, भारतीय चिकित्सा परिषद के सदस्य बने रहेंगे ?

[सं०बी० 110/3/1/72 एम०पी०डी०]

विद्यासागर तलवार, उप-सचिव

MINISTRY OF AGRICULTURE
(Department of Agriculture)

New Delhi, the 10th November, 1972

S.O. 4063.—In exercise of the powers conferred by section 6 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby declares that the provisions of the said Act shall apply to the following articles, namely:—

1. Cattle Feeds.
2. Poultry Feeds.

[No. F. 13-4/72-C&M.]

T. D. MAKHIJANI, Under Secy.

कृषि मन्त्रालय

(कृषि विभाग)

नई दिल्ली, 10 नवम्बर, 1972

का० प्रा० 4063—कृषि उपज (श्रेणीकरण और चिन्हन) अधिनियम, 1937 (1937 का 1) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि उक्त अधिनियम के उपबन्ध निम्नलिखित वस्तुओं पर लागू होंगे अर्थात्

1. पशु खाद्य
2. कुक्कुटादि खाद्य

[संख्या 13-4/72-कृषि तथा विपणन]

टी० डी० माखिजानी, अधीन सचिव

Department of Culture

New Delhi, the 23rd November, 1972

S.O. 4066.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the National Library, Calcutta Readers' Hostel Rules, 1970:—

1. (1) These rules may be called the National Library, Calcutta Readers' Hostel (Second Amendment) Rules, 1972.

(2) They shall come into force with effect from the 1st December, 1972.

2. For sub-rule (1) of rule 4 of the National Library Readers' Hostel Rules, 1970, the following sub-rule shall be substituted, namely:—

"(1) (a) The rent shall be charged at the rate of Rs. 2/- per day for a single seated room and Rs. 3/- per day for the double seated room.

(b) Notwithstanding anything contained in clause (a), in Summer, Puja and Winter vacations the room rent shall be charged at Rs. 3.50p per day for the double seated room."

[No. F. 12-56/72-CAI(2).]

A. S. TALWAR, Under Secy.

(संस्कृति विभाग)

नई दिल्ली, 23 नवम्बर, 1972

का० प्रा० 4066—राष्ट्रपति, मूल नियम के नियम 45 के उपबंधों के अनुसरण में राष्ट्रीय पुस्तकालय कलकत्ता उपाचार्यों का छात्रावास नियम, 1970 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं; अर्थात्

1. (1) इन नियमों का नाम राष्ट्रीय पुस्तकालय, कलकत्ता उपाचार्यों का छात्रावास (द्वितीय संशोधन) नियम, 1972 है।

(2) ये 1 दिसम्बर, 1972 से प्रवृत्त होंगे।

2. राष्ट्रीय पुस्तकालय कलकत्ता उपाचार्यों का छात्रावास नियम, 1970 के नियम 4 के उपनियम (1) के स्थान पर निम्नलिखित उपनियम रखा जाएगा, अर्थात् :—

"(क) भाटक, एक शायिका वाले कमरे के लिए प्रतिदिन 2 रुपये और दो शायिका वाले कमरे के लिए प्रतिदिन 3 रुपये दर से प्रधारित किया जाएगा।

(ख) खंड (क) में किसी बात के होते हुए भी भाटक गर्मी, पूजा और सर्दी (बड़े दोनों) की छुट्टियों में दो शायिका वाले कमरे के लिए प्रति दिन 3.50 रुपये की दर से प्रधारित किया जाएगा।"

[सं० एफ० 12-56/72 सी० ए० प्रा०]

ए० एस० तलवार, अधीन सचिव

MINISTRY OF SHIPPING AND TRANSPORT
(Transport Wing)

New Delhi, the 22nd November, 1972

S.O. 4067.—In exercise of the powers conferred by sub-section (1) of section 14 of the Road Transport Corporations Act, 1950 (64 of 1950), the Central Government hereby appoints Shri A.S.N. Iyer, Accounts Officer, Delhi Transport Corporation as Chief Accounts Officer of the Delhi Transport Corporation with effect from 31st March 1972 to 12th May 1972 *vice* Shri K. N. Saigal, proceeded on leave.

[No. 1-TAG(24)/72.]

N. A. A. NARAYANAN, Under Secy.

नौवहन और परिवहन मन्त्रालय

(परिवहन पक्ष)

नई दिल्ली, 22 नवम्बर, 1972

का० प्रा० 4067—सड़क परिवहन निगम अधिनियम, 1950 (1950 का 64) की धारा 14 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा दिल्ली परिवहन निगम के लेखा अधिकारी, श्री ए० एम० एन० अय्यर, को श्री के० एन० सहगल, जो छुट्टी पर चले गये हैं, के स्थान पर 31 मार्च, 1972 से 12 मई, 1972 तक के लिए दिल्ली परिवहन निगम के मुख्य लेखा अधिकारी नियुक्त करती है।

[संख्या : 1 टी० ए० जी० (24) 72]

एन० ए० ए० नारायणन, अधीन सचिव

MINISTRY OF COMMUNICATION

(P & T Board)

New Delhi, the 28th November, 1972

S.O. 4068. — In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1st January, 1973 as the date on which the Measured Rate System will be introduced in Mapuca Telephone Exchange, Maharashtra Circle.

[No. 5-12/72-PHB(15)]

A. S. VOHRA, Assistant Director, General (PHB)

संचार विभाग
(डाक-तार बोर्ड)

दिल्ली, 28 नवम्बर, 1972

का०आ० 4068.— स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मपूका टेलीफोन केन्द्र में दिनांक 1-1-1973 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-12/72 पी०एच०बी० (15)]

ए० एस० वी०

सहायक महानिदेशक (पी०एच०बी०)

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 10th November, 1972

S.O. 4069. — In exercise of the powers conferred by Sub-Section 2 of Section 34 of the Indian Railways Act, 1890 (Act IX of 1890), the Central Government hereby appoints Shri L. D. Panke, lately Director, Establishment, Railway Board, as a Member, Railway Rates Tribunal, Madras, with effect from the forenoon of 13th October, 1972.

[No. E(O)II/72/RB6/1.]

H. F. PINTO, Secy., Railway Board

रेल मंत्रालय

(रेलवे बोर्ड)

नयी दिल्ली, 10 नवम्बर, 1972

का०आ० 4069.— भारतीय रेल अधिनियम 1890 (1890 का अधिनियम 9) की धारा 34 की उपधारा 2 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार अब तक निदेशक, स्थापना, रेलवे बोर्ड, श्री एल० डी० पंके को 13 नवम्बर, 1972 के पूर्वाह्न से सचिव, रेल अधिकरण, मद्रास के रूप में नियुक्त करती है।

[सं० ई (ओ) 3-72 धार की 6/1]

एच० एफ० पिंटो, सचिव।

MINISTRY OF WORKS AND HOUSING

New Delhi, the 3rd November, 1972

S.O. 4070. — Whereas the Central Government has proposed to make modifications in the zonal development plan for zone D-5 (D.I.Z. area — Gole Market area) as regards the area mentioned in the Schedule hereto annexed, the proposed modification having been published as notice [No. F.3 (348)/66-MP dated the 1st May, 1971 of the Delhi Development Authority], agree as required by sub-section (3) of section 11-A of the Delhi Development Act, 1957 (61 of 1957), inviting objections and suggestions:—

And whereas no objection or suggestion having been received with regard to the area mentioned in the aforesaid Schedule:

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government, hereby makes the following modifications in the said zonal development plan, namely:—

And area measuring about 1.46 hect. (3.63 acres) designated for Club and for the extension of electric sub-station in the zonal development plan, bounded by about 60 meters (200') wide strip of paks and play-grounds, in the north 13.1 meters (43') wide road in the south, 24.38 meters (80') wide Baird Road in the east and 7.85 meters (25') wide service road in the west off Market Road to be changed to "residential".

THE SCHEDULE

Approximately 1.46 hectares (3.63 acres) of area designated for Club and for the expansion of electric sub-station in the zonal development plan (for Zone D-5).

[Case No. 10-2(1)/69-UDI.]

L. M. SUKHWANI, Under Secy.

निर्माण और आवास मंत्रालय

नई दिल्ली, 3 नवम्बर, 1972

का०आ० 4070.—यतः दिल्ली विकास अधिनियम, 1957 (1957 के 61) की धारा 11-क की उप-धारा (3) द्वारा प्रपेक्षित है, केन्द्रीय सरकार ने एतद्वारा अनुसूची में उल्लिखित क्षेत्रों के बारे में जोन डी-5 (डी०आई०जेड० क्षेत्र गोलमार्केट क्षेत्र) के लिए जोनल विकास योजना में कतिपय संशोधन के प्रस्ताव पर आपत्तियाँ तथा सुझाव भ्रामंशित करते हुए प्रस्तावित संशोधन को सूचना के रूप में प्रकाशित किया था। दिल्ली विकास प्राधिकरण को दिनांक 1-5-1971 के संख्या एफ० 3 (348)/66-एम०पी०) और यतः उपरोक्त अनुसूची में उल्लिखित क्षेत्र के बारे में कोई आपत्तियाँ व सुझाव प्राप्त नहीं हुए हैं;

अतः अब उक्त अधिनियम की धारा-11-ए की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार दिल्ली की उक्त वृहत् योजना तथा जोनल विकास योजना में एतद्वारा निम्नलिखित संशोधन करती है नामतः:

"जोनल-विकास योजना में क्लब के लिये तथा बिजली के सब-स्टेशन के विस्तार हेतु लगभग 1.46 हेक्टेयर (3.63 एकड़) का क्षेत्र जो कि उत्तर में लगभग 60 मीटर (200') चौड़ी पार्क की पट्टी से तथा खेल के मैदान से, दक्षिण में 13.1 मीटर (43') चौड़ी सड़क से, पूर्व में 24.38 मीटर (80') चौड़ी बेयर्ड रोड से तथा मार्केट रोड से परे पश्चिम में 7.85 मीटर (25') चौड़ी सर्विस सड़क से घिरा हुआ है, को रिहायशी स्थान में प्रवर्तित किया जाना है"

अनुसूची

जोनल विकास योजना में जोन डी-5 के लिये क्लब तथा बिजली के सब-स्टेशन के विस्तार के लिए उद्दिष्ट लगभग 1.46 हेक्टेयर (3.63 एकड़) क्षेत्र।

[केस नं० 10-2(1)/69 यू०डी० I]

एल०एम० सुखवाणी, उपर सचिव।

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 10th November, 1972

ORDER

S.O. 4071.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Salem Magnesite (Private) Limited, Hasthampatti Extension, Salem-7 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Thiru G. Gopinath as Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the demand of the workmen employed by Messrs Salem Magnesite Private Limited, Hasthampatti Extension, Salem-7, for payment of seventh day wages to Badli workers who are recruited after 1st July, 1960 and have completed twelve months service is justified? If so, to what relief are the concerned workmen entitled?

[No.L-27011/2/72-LRIV.]

अथ और पुनर्वास संवालय

(अथ और रोजगार विभाग)

नई दिल्ली, 10 नवम्बर, 1972

आदेश

का० प्रा० 4071—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स सालेम मैग्नेसाइट (प्राइवेट) लिमिटेड, हस्थम्पट्टी एक्सटेंशन, सालेम-7 के प्रबन्धतंत्र से सम्बन्धित नियोज्जकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी थिरु जी० गोपीनाथ होंगे, जिसका मुख्यालय मद्रास होगा, और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स सालेम मैग्नेसाइट प्राइवेट लिमिटेड, हस्थम्पट्टी एक्सटेंशन, सालेम-7 द्वारा नियोजित श्रमिकों की बदली श्रमिकों को, जिन्हें 1 जुलाई, 1960 के बाद, भर्ती किया गया और जिन्होंने 12 महीनों की सेवा पूर्ण कर ली है, सातवें दिन की मजदूरी के भुगतान की मांग न्यायोचित है? यदि हां, तो सम्बन्धित कर्मकार किस अनुसूचि के हकदार हैं।

[संख्याएल० 27011/2/72-एल० प्रार०-4]

ORDER

S.O. 4072.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhanakhap Mica Mining Company, Post Office Singar, District Gaya, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad constituted under section 7A of the said Act.

SCHEDULE

“Whether the demand of the workmen of Bhanakhap Mica Mining Company, Post Office Singar, District Gaya for bonus at the rate of 20 per cent of the wages earned by them for the accounting years 1968, 1969 and 1970, is justified? If not, to what quantum of bonus are the workmen entitled for each of the above three years.

[No. L-28011/3/72-LR.IV.]

आदेश

का० नि० 4072—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में भानाखप माइका माइनिंग कम्पनी, डाकघर सिंगार, जिला गया के प्रबन्ध से सम्बन्धित नियोज्जकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, (संख्या 2), धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या भानाखप माइका माइनिंग कम्पनी, डाकघर सिंगार, जिला गया के श्रमिकों की उनके द्वारा अर्जित मजदूरियों के 20% की दर से लेखा वर्षों 1968, 1969 और 1970 के लिए बोनस की मांग न्यायोचित है? यदि नहीं, तो कर्मकार उपरोक्त तीन वर्षों में हरेक के लिए बोनस की किस मात्रा के हकदार हैं?”

[सं० एल० 28011/3/72-एल० प्रार० 4]

The 13th November, 1972

ORDER

S.O. 4073.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Daitari Iron Ore Project of the Orissa Mining Corporation Limited, Bhubaneswar, and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND WHEREAS the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Laxmidhar Mallick as Presiding Officer with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"(i) Whether the action of the management of Daitari Iron Ore Project of the Orissa Mining Corporation Limited, Bhubaneswar in retrenching the following motor drivers in November, 1971 was justified :

1. Sri U. C. Singh
2. Sri Iswar Majhi
3. Sri Kaka Singh
4. Sri H. K. Nanda
5. Sri S. S. Parija
6. Sri C. C. Samantaroy
7. Sri Khageswar Swain
8. Sri Iswar Yadav
9. Sri Samuel Tapno
10. Sri Sadhu Patra
11. Sri R. C. Samal
12. Sri A. N. Panigrahi
13. Sri Md. Samasudin
14. Sri K. B. Jona
15. Sri Juna Ram
16. Sri A. C. Das

(ii) If not, to what relief are the workmen entitled ?

[No. L-26011/12/72-LR. IV]

आदेश

का० प्रा० 4073— यतः केन्द्रीय सरकार की राय है कि इससे उपा-बद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में उड़ीसा खनन निगम लिमिटेड की दाइतरी लोह प्रयस्क परियोजना, भुवनेश्वर के प्रबन्ध तंत्र से सम्बन्ध निरोधकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (i) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री लक्ष्मीधर मलिक होंगे, जिनका मुख्यालय भुवनेश्वर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"(i) क्या उड़ीसा खनन निगम लिमिटेड की दाइतरी लोह प्रयस्क परियोजना, भुवनेश्वर के प्रबन्धतंत्र की, निम्नलिखित मोटर

वाहनों की नवम्बर, 1971 में छंटनी करने की कार्रवाई न्यायोचित है ?

1. श्री यू० सी० सिंह
2. ,, ईश्वर माझी
3. ,, काका सिंह
4. ,, एच० के० नन्दा
5. ,, एम० एस० परिजा
6. ,, सी० सी० सामन्तराय
7. ,, खगेश्वर स्वाइन
8. ,, ईश्वर यादव
9. ,, सैमुअल ताप्नो
10. ,, साधु पात्रा
11. ,, आर० सी० सामल
12. ,, ए० एन० पानीग्राही
13. ,, मो० समसुदीन
14. ,, के० बी० जोना
15. ,, जुना राम
16. ,, ए० सी० दास

(ii) यदि नहीं, तो कर्मकार किस अनुतोष के हकदार है ?"

[संख्या एल-26011/12/72-एल० प्रा०० 4]

एस०एस० सहवानामन, अवर मजिस्टर

New Delhi, the 18th November, 1972.

ORDER

S.O. 4074. — WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Eastern Mangnese and Minerals Limited, Post Office Domchanch, District Hazaribagh and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND WHEREAS the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2) Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the workmen employed by Messrs Eastern Mangnese and Minerals Limited, Post Office Domchanch, District Hazaribagh are entitled to bonus @ 20 per cent of earned wages during the accounting years commencing in 1968, 1969 and 1970? If not, to what quantum of bonus are the workmen entitled for each of the above three accounting years?

[No. L/27011/4/72-LR]

नई दिल्ली, 18 नवम्बर, 1972

प्रावेश

का० आ०—4074 यतः केन्द्रीय सरकार की राय है कि इससे उपा-
बद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स ईस्टर्न मैंगनीज एण्ड
मिनरल्स लिमिटेड, डाकघर डोमबांच, जिला हजारीबाग के प्रबन्ध तंत्र
में सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक
विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्याय निर्णयन के लिये
निर्दिष्ट करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14)
की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त
अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक
अधिकरण (संख्या 2) धनबाद को न्यायनिर्णयन के लिए निर्दिष्ट करती
है ।

अनुसूची

क्या मैगज ईस्टर्न मैंगनीज एण्ड मिनरल्स लिमिटेड, डाकघर डोमबांच
जिला हजारीबाग द्वारा नियोजित कर्मकार, 1968, 1969 और 1970
से प्रारंभ होने वाले लेखा वर्षों के दौरान उपार्जित मजदूरियों पर 20%
की दर से बोनस के हकदार है? यदि नहीं, तो कर्मकार उपर्युक्त तीन
लेखा वर्षों में प्रत्येक के लिये बोनस की किस मात्रा के हकदार हैं ?

[संख्या एल/27011/4/72-एल०आर०-4]

New Delhi the 21st November 1972

ORDER

S.O. 4075. — WHEREAS the Central Government is of
opinion that an industrial dispute exists between the employers
in relation to the management of Associated Stone Industries
(Kotah) Limited, Ramganjmandi, and their workmen in
respect of the matters specified in the Schedule hereto an-
nexed;

AND WHEREAS the Central Government considers it
desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers confer-
red by section 7A and clause (d) of sub-section (1) of sec-
tion 10 of the Industrial Disputes Act, 1947 (14 of 1947),
the Central Government hereby constitutes an Industrial
Tribunal with Shri Updesh Narain Mathur as Presiding Offi-
cer with headquarters at Jaipur and refers the said dispute
for adjudication to the said Industrial Tribunal.

SCHEDULE

"Whether the demand of the Rashtriya Mazdoor Sangh,
Ramganjmandi, Rajasthan, for the linking of the Dearness
Allowance with the cost of living indices as recommended
by the Mathur Committee (Export Committee on Consumer
Price indices for Industrial workers in Rajasthan and link-
ing of dearness allowance with consumer price indices, ap-
pointed by the Government of Rajasthan) and the payment
of dearness allowance on the basis of the Cost of living in-
dices with effect from 1st October, 1971 to the workmen em-
ployed in the mines of the management of Associated Stone
Industries (Kotah) Ltd., Ramganjmandi, Rajasthan is justifi-
ed? If so, what should be the quantum of Dearness Allow-
ance and from what date should it be payable?"

[No. L-29011(11)/72-LRIV]

S. S. SAHASRANAMAN, Under Secy.

नई दिल्ली 21 नवम्बर 1972

प्रावेश

का० आ० 4075—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध
अनुसूची में विनिर्दिष्ट विषयों के बारे में एसोसिएटेड स्टोन इण्डस्ट्रीज (कोटा)
लिमिटेड, रामगंज मण्डी के प्रबन्धक से सम्बन्ध नियोजकों और उनके
कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये
निर्दिष्ट करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14)
की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा
प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्यो-
गिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री उपदेश
नारायण माथुर होंगे, जिनका मुख्यालय जयपुर होगा और उक्त विवाद
को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्दिष्ट करती
है ।

अनुसूची

"क्या राष्ट्रीय मजदूर संघ, रामगंजमंडी, राजस्थान की, एसो-
सिएटेड स्टोन इण्डस्ट्रीज (कोटा) लि०, रामगंज मंडी के प्रबन्धतंत्र
की खानों में नियोजित कार्यकारों के मंहगाई भत्ते को, जैसी कि
माथुर समिति (राजस्थान सरकार द्वारा नियुक्त राजस्थान में औद्यो-
गिक कर्मचारियों के लिए उपभोक्ता मूल्य सूचकों और मंहगाई भत्त
को उपभोक्ता मूल्य सूचकों से जोड़ने से सम्बन्धित विशेषज्ञ समिति)
ने सिफारिश की है, जीवन निर्वाह सूचकों से जोड़ने और मंहगाई
भत्ते का जीवन निर्वाह सूचकों के आधार पर 1 अक्टूबर, 1971
से भुगतान करने की मांग व्याप्योचित है ? यदि हाँ, तो मंहगाई
भत्ते की मात्रा क्या होनी चाहिए और यह किस तारीख से संवेद्य
होना चाहिए ?"

[संख्या एल/29011(11)/72-एल० आर०-4]

एस०एस० सहस्रनामान, जबर सचिव

MEMORANDUM

New Delhi, the 22nd November, 1972

S.O. 4076. — In pursuance of section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the following award of Shri N.L. Abhyankar
Arbitrator in the Industrial dispute between the employers
in relation to the Royal Exchange Assurance, Guardian Assu-
rance Company Ltd., Caledonian Insurance Company, Atlas
Assurance Company Ltd., Union Insurance Society of Canton
Ltd., Legal and General Assurance Society Ltd., South British
Insurance Company Ltd., Yorkshire Insurance Company
Ltd., Eagle Star Insurance Company Limited and The Home
Insurance Company, and their workmen represented by the
General Insurance Employees' Union, Western Zone, Bombay
which was received by Central Government on the 7th
November, 1972.

AWARD

[No.L-17025/7/72-LRI.]

S. S. SAHASRANAMAN, Under Secy.

BEFORE SHRI N. L. ABHYANKAR, ARBITRATOR,
BOMBAY.

Arbitration Case No. 1 of 1972.

BETWEEN

First Party

1. The Home Insurance Co.,
2. Royal Exchange Assurance,
3. Guardian Assurance Co. Ltd.,
4. Caledonian Insurance Co.,
5. Atlas Assurance Co. Ltd.,
6. Union Insurance Society of Canton Ltd.
7. Eagle Star Insurance Co.,
8. Legal & General Assurance Society,
9. South British Insurance Co. Ltd., and
10. Yorkshire Insurance Co. Ltd.

AND

Second Party.

The workmen employed under them as represented by the General Insurance Employees Union (Western Zone).

In the matter of ad hoc increases in the monthly emoluments of the employees for the period from 1.5.1971 to 31.12.1972 etc.

Appearances :

Shri N. V. Phadke, Advocate with Shri Tarkhud for all the 10 insurance companies. Shri Madan Mohan with Shri Pillai for the workmen.

ARBITRATION AWARD.

There are ten foreign general insurance companies in Bombay doing general insurance business they are as follows: (1) The Home Insurance Co., (2) The Royal Exchange group of insurance companies comprising (a) Royal Exchange Assurance, (b) Guardian Assurance Co. Ltd., (c) Caledonian Insurance Co., (d) Atlas Assurance Co. Ltd., and (e) Union Insurance Society, (3) Eagle Star Insurance Co., (4) Legal and General Assurance Society, (5) South British Insurance Co. Ltd., and (6) Yorkshire Insurance Co. Ltd. Two out of these ten insurance companies namely the Legal and General Assurance Society and the Yorkshire Insurance Co. have no employers at Calcutta but all the other 8 insurance companies have offices at Calcutta where they employ the necessary Class III and Class IV staff and drivers as in Bombay. For facility of reference the Royal Exchange Group comprising the five insurance companies mentioned above will hereinafter be referred to as the Royal Group.

2. There was a settlement in respect of pay scales, rates of dearness allowance and other conditions of service applicable to the workmen employed by the foreign insurance companies in Bombay and this settlement was made into an award dated 1st December 1969 passed by the Central Govt. Industrial Tribunal, Bombay. A printed copy of this award is filed as Annexure A to the statement of claim of the workmen who are parties to this reference. The period of operation of that settlement expired on 30th April 1971 and it was decided to terminate it by giving two months notice on 1.5.1971.

3. On 13th May 1971 the management of 106 general insurance companies including the foreign companies was taken over by the Govt. of India under an Ordinance called the General Insurance (Emergency Provisions) Ordinance 1971 being Ordinance No. VI of 1971.

4. There is a trade union of the workmen employed in the companies doing general insurance business in Bombay who are foreign companies and it is called the General Insurance Employees Union (Western Zone), Bombay. There is another trade union of the workman employed with some of the foreign companies doing the general insurance business which is called the Bombay General Insurance Employees Association, Bombay.

5. The workmen of the Royal Exchange Group at Calcutta and the South British Insurance Co. at Calcutta and some other foreign insurance companies having offices at Calcutta and the representatives of the trade unions of the workmen employed in those insurance companies entered into a settlement in respect of the clerical staff and the

subordinate staff in respect of wage-scales, dearness allowance and several other conditions of service under an agreement dated 19th June, 1968. The revised wage-scales were to be effective from 1st January 1968 and the settlement was to be effective for a period of 3 years that is till the end of December 1970. A copy of this settlement has been filed as Annexure E to the statement of claim of the employees.

6. It appears on the expiry of the settlement at the end of December 1970 the workmen employed with the foreign insurance companies at Calcutta had submitted a fresh charter of demands for revision of conditions of service including wage-scales. There is a dispute between the parties as to whether a firm or only a tentative agreement was reached between the employers of the insurance companies in Calcutta and their workman employed at Calcutta in respect of revision of wage-scales and some of the other demands prior to 13th May 1971 when the Ordinance taking over the management came into effect. But it is not disputed that the workmen at Calcutta had submitted a charter of demands and were pressing for a settlement. On 2nd October 1971 the custodians of some of the foreign insurance companies having offices at Calcutta and amongst them the Royal Exchange Group comprising five insurance companies and the South British Insurance Co. who are parties to this reference and the workmen employed in their offices at Calcutta entered into a settlement as per Annexure H filed with the statement of claim. By this settlement in addition to basic salary and dearness allowance that was being drawn by the employees the clerical and subordinate staff and drivers were to draw a special allowance per month with effect from 1st January 1971, as indicated in the appendix to the settlement. Broadly stated the special pay per month called *ad hoc* pay or *ad hoc* allowance ranged between Rs. 45 to Rs. 135 for the employees of the clerical staff, Rs. 38 to Rs. 94 for the subordinate staff such as jamadars, bearers, khitmatgars etc., Rs. 30 to Rs. 105 for daphataries and Rs. 30 to Rs. 105 for drivers according to the basic pay.

7. So far as the Eagle Star Insurance Co. and the Home Insurance Co. are concerned the custodians entered into separate agreement in respect of ad hoc payments payable to the employees at Calcutta. The workmen of the Home Insurance Co. at Calcutta and the custodian arrived at a settlement on 11th May 1972 as per Annexure G of the document filed by the Home Insurance Co. Under this settlement the clerical staff the subordinate staff and the drivers were to draw a special pay in the range of Rs. 40 to Rs. 110 for clerical grades, Rs. 25 to Rs. 90 for subordinate staff and Rs. 30 to Rs. 80 for the drivers. The payment was to be effective from 1st January 1971. In consideration of this settlement the demands which were the subject matter of a dispute before the Asstt. Commissioner of Labour were withdrawn by the workmen. The settlement was to remain in force till 31st December 1972.

8. The workmen employed with the Eagle Star Insurance Co. at Calcutta had a previous settlement dated 19th April 1969 which expired at the end of 1971. By a new settlement dated 25th April 1972 as per Annexure H of the documents filed with the written statement by the custodian the clerical staff, the subordinate staff and drivers are to be paid special pay per month as per Annexure A. The range for the clerical staff is from Rs. 27 to Rs. 82 and for the subordinate staff from Rs. 22 to Rs. 37/-.

9. The workmen of the insurance companies at Bombay submitted a charter of demands on 27th May 1971; and a copy of those demands is filed as Annexure B to the statement of claim of the workmen. The custodians of the respective companies started negotiations with the representatives of the workmen. It appears under instructions from the Government the custodians offered payment of *ad hoc* sums to be paid commencing from the date of the expiry of the previous settlement till 31st Dec. 1972. By that date the scheme of nationalisation of the general insurance industry was expected to be completed and the standardisation of wages and other conditions of service of the workmen employed in the general insurance industry was being considered. For that purpose the Govt. of India had appointed a committee to go into the question of standardisation and rationalisation of the service conditions of the employees and the integration of services. Parliament had passed a law in the meanwhile called the General Insurance Business (Nationalisation) Act 1972 which received the assent of the

President on 20th September 1972 and the Act its provisions are to be operative from 2nd January 1973. In view of this position the negotiations were for fixation of amounts of *ad hoc* pay or *ad hoc* allowance. The custodians offered *ad hoc* payments in the first instance ranging between Rs. 40 to Rs. 110 for the clerical staff, Rs. 25 to Rs. 90 for the subordinate staff and Rs. 30 to Rs. 70 for the drivers as mentioned in para 1 of the statement of claim. These offers were accepted on behalf of the workmen belonging to the Bombay General Insurance Employees Association but the workmen who are Members of the General Insurance Employees Union (Western Zone) did not accept these offers. During further negotiations after the settlement was reached between the workmen and the custodians regarding the insurance companies at Calcutta on 2nd October 1971, the custodians made modified offer reducing the range of *ad hoc* payment. The revised offer was in the range of Rs. 38 to Rs. 103 for the clerical staff, Rs. 25 to Rs. 90 for the subordinate staff and Rs. 30 to Rs. 70 for the drivers. The offer as modified in respect of *ad hoc* payment was accepted by the workmen belonging to the Bombay General Insurance Employees Association but not by the workmen who are members of the General Insurance Employees Union (Western Zone).

10. Agitation was carried on by the workmen of the foreign insurance companies at Bombay who had not accepted the offer of the custodians on the scale of *ad hoc* payment proposed for quite a few months. Ultimately the parties entered into an agreement to refer the dispute to me as Arbitrator. This agreement was received by the Central Govt. on 1st August 1972. By this agreement the parties agreed to refer the dispute to arbitration as regards the general insurance companies mentioned at the opening of this award in para 1 and the workmen represented by the General Insurance Employees Union (Western Zone) Bombay employed in the said insurance companies at Bombay. The specific matters in dispute referred to arbitration are:

"Keeping in view all the circumstances leading to the dispute whether the various categories of employees of the companies covered by this Arbitration Agreement are entitled to any *ad hoc* increases in their monthly emoluments for the period from 1.5.1971 to 31.12.1972 and if so what should be the quantum of such increases for each of the several categories of the employees".

The agreement thereafter gives the details of the parties to the dispute and states that the total number of employees employed in the industry affected are approximately 367.

11. It is under these circumstances that this dispute has been referred to the Arbitrator under Sec. 10A of the Industrial Disputes Act. An Arbitrator appointed by agreement of parties under Sec. 10A of the Industrial Disputes Act is held not to be a Tribunal within the meaning of Article 136 of the Constitution and perhaps not under Article 227 of the Constitution of India. There has been difference of opinion whether the arbitrator appointed under Sec. 10A of the Industrial Disputes Act can be considered as a statutory arbitrator. But there is no doubt or dispute that the arbitrator functioning under Sec. 10A has to act judiciously whether or not the arbitrator's award is open to challenge by appeal or otherwise. Thus in deciding this dispute the principles of justice and fairplay have to be applied taking into consideration all the relevant and material factors.

12. The dispute referred is in a very narrow compass and the dispute is whether the workmen of the 10 insurance companies employed in Bombay should be paid by way of *ad hoc* allowance or pay, amounts on the same scale and range as is paid to the workmen employed in some of the insurance companies having their offices at Calcutta or whether they are not entitled to payment on that scale or any payment whatsoever by way of *ad hoc* allowance.

13. It is not disputed that so far as the Bombay employees are concerned the period for which additional payment is required to be made is from 1st May 1971 till 31st Dec. 1972 as stated in the agreement because the previous settlement came to an end on 30th April 1971 that is 4 months after the settlement between the companies and their employees at Calcutta in respect of some of the companies there came to an end.

14. Now the circumstances which form the back ground leading to the dispute are presented in a form differing from each other by each of the parties. According to the custodians the employees at Calcutta who have secured a somewhat better range of *ad hoc* payments had the advantage of having secured even prior to 13th May 1971 a commitment from their employers in respect of an upward revision of wage-scales. Shri Vaidya one of the custodians has filed copies of the correspondence between the Overseas Inland Insurers Employees' Association at Calcutta and the Overseas General Insurers Association at Calcutta as per Annexures A & B to the first affidavit of Shri Vaidya sworn on 26th October 1972. By their letter of 22nd May 1971 the Insurers Association had confirmed that agreement was reached between the negotiating committee of the employees and the insurers association in respect of upward revision of basic pay of the clerical staff and the subordinate staff, daphnaries and sweepers, that effect was to be given to the up-ward revision of pay from 1st January 1971 and that the agreement was to be in force for 3 years, that is till the end of December 1973. The custodian has therefore stated that there was some force in the contention on behalf of the employees at Calcutta that this commitment which is also supported as a tentative agreement was an important factor in favour of the employees at Calcutta in fixing a slightly higher range of *ad hoc* payments as reflected in the settlement of 2nd October 1971. It is also claimed that the Calcutta pattern of *ad hoc* payment is agreed only in respect of the workmen employed at Calcutta with the Royal Exchange Group of five companies and the South British Insurance Co. Two other companies namely the Legal and General Insurance Co. and the Yorkshire Insurance Co. do not have any offices at Calcutta or any employees there and therefore the workmen of these two insurance companies in Bombay are not entitled to claim parity with the *ad hoc* settlement of 2nd October, 1971 at Calcutta to claim payment on the same basis. With regard to the two remaining companies namely Eagle Star and the Home Insurance Co. their workmen at Calcutta have accepted by separate settlements *ad hoc* payments which is not the same as per the settlement of 2nd October 1971, applicable to the workmen of the Royal Exchange Group and the South British Insurance Co. The range of *ad hoc* payments for the different categories of employees in these two companies at Calcutta, it is pointed out, is less than what is claimed by the employees of these companies in Bombay.

15. Another circumstance on which emphasis is laid by the custodians is that after the *ad hoc* settlement was reached at Calcutta on 2nd October 1971, the custodians have been given some guide lines regarding the margin within which *ad hoc* payments may be agreed upon. There is a dispute between the parties as to the exact time when these guide lines were issued that is whether prior to January 1972 or in or about January 1972. After the first affidavit of Shri Vaidya was filed the workmen filed a counter-affidavit through their Secretary Shri Pillai. In para 8 of this affidavit Shri Pillai has referred to the negotiations between the custodian of Ruby Insurance Co. and the representative of the employees of the Delhi and Lucknow branch offices at Calcutta on 25th and 26th September 1971. According to Shri Pillai he was present at these meetings and so was Shri Vaidya on 26th September 1971 and he has stated that even at that time he was told of the Directive of the Govt. of India namely the guide lines on the basis of which settlement was to be reached in respect of payment of *ad hoc* amounts. Shri Vaidya has filed further affidavit in view of the averments made in the counter-affidavit of Shri Pillai on 31.10.1972. In para 5 of the second affidavit it is stated as follows: "I would only say that I was requested to be at the office of Ruby General Insurance Company by the Custodian of that company on one of the days when Shri Pillai and others had discussions with him in connection with some disputes at some of the Branch Offices of Ruby. All that I did at the meeting was to remain more or less a silent spectator except that on occasions, I might have made one or two casual remarks here and there. As far as I remember, the negotiations went on for two or three days and my presence was only for an hour or two on one day. I did not attend that meeting in my capacity as co-ordinating custodian but as mentioned earlier, I was present at the request of Ruby's custodian." It may be seen from this averment in reply that there is no repudiation of the statement of Shri Pillai that he was told of the directive of the Government of

India on 26th September 1971 though Shri Pillai has not stated who conveyed this information nor has he stated in his affidavit that it was Shri Vaidya who told about the directive of the Government of India. But the statement of Shri Pillai that at that meeting reference was made to the issue of guide lines by the Govt. of India has not been controverted. Be that as it may and it may be that Shri Vaidya was not authentically communicated what the guide lines were till the time Shri Vaidya stated he received such communication. Even the communication such as it is in respect of these guide lines is to say the least in a most informal manner. Shri Vaidya has stated in his further affidavit in para 7 that guide lines regarding *ad hoc* increases were received sometime in January 1972 and the guide lines were not in writing but given orally by Shri M. K. Venkatesan, Joint Secretary of the Ministry of Finance, Department of Revenue and Insurance, Govt. of India. The casual and informal manner in which such an important decision of Government has been conveyed to responsible authorities like the custodians must always remain a matter of surprise. There is no explanation why such an important decision of the Government has not been placed on the record or conveyed in writing in a responsible manner. The guide lines such as they are have been indicated by Shri Vaidya in his first affidavit. According to Shri Vaidya the guide lines were as follows:—

- (1) That the custodians should not agree to any change in the salary scales, service conditions etc. but should if necessary agree to a settlement on the basis of *ad hoc* increase of 10 per cent, 12 per cent or 14 per cent in the totality of wages paid to the employees of companies and/or branches having high, medium and lower pay scales respectively.
- (2) The custodians were required to refer to the Govt. with a view to ascertain to which of the aforesaid classes his company and/or branches belonged.
- (3) Sub staff and the lower paid employees should get comparatively more than what was to be given to the Class III employees.
- (4) Some additional increases in percentage should be given if agreements had expired prior to 13th May 1971 and conversely lesser in cases of agreements that expired subsequent to this date *viz.* 13th May, 1971.
- (5) The agreement to be concluded on these lines should be binding on both sides upto 31st December, 1972.

16. No custodian has stated on behalf of any company that any reference was made to the Government with a view to ascertain which of the aforesaid companies or branches belonged to which class namely high, medium or lower. If such a reference was made by the custodians or if the matter suggested now was placed before the arbitrator that at least would have been in writing and the reply if any from the Government authority concerned would have given some indication as to why these extremely vague classifications of companies and branches into high, medium and lower pay scales to determine the percentage of increase by way of *ad hoc* pay is arrived at. The custodians or the Govt. authority either have not applied their mind or if any decision has been taken that has not been placed before the arbitrator. Shri Vaidya in his second affidavit in para 7 has explained that as far as he understood the guide lines there was no question of determining what the total wages were in order to determine the permissible percentage of increase by way of *ad hoc* and there was no question of including in the total wages items such as cost of uniforms to sub-staff and washing charges, medical expenses etc. According to him the only item to be included in the total wages were basic salaries, dearness allowance, provident fund contribution, bonus and lunch allowance. Except this statement there is no other indication that was the decision of the Government. In para 18 of his affidavit Shri Pillai claimed that even according to the guide lines some additional increase in the percentage of *ad hoc* was permissible under para 4 of the guide lines if the agreement had expired prior to 13th May 1971. Shri Vaidya in his further affidavit has claimed that something more could be given if the agreement had expired say 3 months or 6 months prior to May 13, 1971, but no such additional percentage was permitted in case of agreement which had

expired only 13 days prior to 13th May, 1971. There is nothing either in the guide lines or any authentic communication from Govt. on which reliance is placed on behalf of the custodians in support of this interpretation put on the guide lines by Shri Vaidya in para 14 of his second affidavit.

17. The third circumstance on which reliance is placed by the custodian is an allegation that the settlements were reached in Bombay to purchase peace even though as it appears to be the contention of the custodians the Bombay employees were not entitled to payment of *ad hoc* sums on the scale ultimately accepted by the Bombay General Insurance Employees Association but rejected by the General Insurance Employees Union (Western Zone), Bombay. Allegations have been made in the written statement of almost all the insurance companies that the union namely the General Insurance Employees Union launched a massive indiscipline movement starting with a token strike on February 23, 1972 and that agitation continued till the middle of March 1972. This allegation has been denied in their rejoinder filed on behalf of the workmen. Except to make a reference to the allegation and its denial it is not necessary to consider this matter further except to understand the approach of the custodians in justification of the submission made on their behalf that the employees should be held entitled to no payment by way of *ad hoc* increase.

18. The 4th circumstance relied upon is the fact that by and large and almost uniformly every employee of these insurance companies in Bombay is the recipient of a higher total pay packet than his counter-part at Calcutta and therefore according to the custodians there is no case for giving the Bombay employees something more which would increase this disparity of the total pay packet between the employees at Calcutta and the employees in Bombay.

19. Now the circumstances relied upon by the workmen leading to the dispute are that the settlement arrived at in Bombay in October 1969 as per Annexure A provided identical wage-scales and other conditions of service as were fixed for the employees at Calcutta in the settlement reached between the employees at Calcutta and the insurance companies on 19th June, 1968 as per Annexure E to the statement of claim. The workmen have pointed out that a Annexure A and Annexure E filed with the statement of perusal of these two settlements at Annexure A and Annexure E filed with the statement of claim will show that the two settlements are identical in the matter of pay scales of the clerical staff the subordinate staff and the drivers substantially though the basic pay of the subordinate staff at Bombay has actually been fixed at a slightly lower scale.

20. The Royal Exchange Group had a separate agreement as already stated with their employees at Calcutta but the difference between the settlements at Annexure E and Annexure F is very slight as mentioned in para 18 of the statement of claim. In para 22 of the statement of claim the workmen have alleged that the employers agreed to link the dearness allowance payable to the employees at Bombay with the working class consumer price index number prevailing for the month of May 1968 and that this was agreed to to bring it in on a parity with the dearness allowance payable under the Bengal Chamber of Commerce Scheme as on the same date. The detailed averments in para 22 are admitted as substantially correct in the written statement of the insurance companies. On the basis of this parity and identity of basic pay structure agreed to between the parties when the settlement was reached in 1969 the workmen's case is that such difference in the total pay packet as is evident between the Calcutta employees and the Bombay employees is solely due to the difference in the dearness allowance, while in the one case the dearness allowance is calculated on the basis of the Bengal Chamber of Commerce scheme in Bombay the dearness allowance having been linked to the working class consumer price index number results in somewhat higher pay packet. But according to the workmen the higher quantum of dearness allowance is on account of the higher cost of living which attempts to neutralise the erosion of real wages by a proportionate increase in the amount of dearness allowance. Primarily according to the workmen comparison has to be made with basic wages, the factor of dearness allowance being determined according as the need for neutralising the erosion of real wages arises in each place according to the cost of living index.

21. The workmen have also pointed out that the employers of Calcutta offices who are alleged to have entered

into the tentative agreement or commitment for an upward revision of pay scales understood a much heavier burden if those agreements were to be implemented. The fact that the Calcutta employees accepted the *ad hoc* pay on the basis of the final settlement of 2nd October, 1971 therefore did not indicate that they were by such acceptance repudiating the basis of fixation of basic pay which in principle was accepted in the Bombay settlement of 1969. On the contrary that circumstance according to the workmen only justifies due consideration of the claim of the workmen at Bombay to be paid at least the same *ad hoc* increase pending the standardisation and revision of pay scales and not anything less than the Calcutta model.

22. As regards the slight varying amounts of *ad hoc* payments as per settlements arrived at between the employees of Eagle Star and the Home Insurance Co. and the absence of any settlement for want of employees at Calcutta in the case of the Legal & General Insurance Co. and the Yorkshire Insurance Co., the workmen have pointed out that throughout the settlement talks at Bombay none of the associations of insurance companies before the arbitrator in this reference have claimed that so far as their Bombay employees are concerned each company shall be treated differently in the matter of settlement of *ad hoc* payments and in this connection the South British Insurance Co. have filed with their written statement a copy of the minutes of the discussions held with the union on February 25, 1972 at Bombay. Annexure F is a copy of such minutes. At this meeting there were 4 custodians present including Shri Vaidya and 4 other representatives of the companies and Shri Pillai and a few other workmen representing the General Insurance Employees Union (Western Zone), Bombay. It is clearly stated in para 1 of these minutes that Shri Heredia who is one of the custodians observed that the companies for which these discussions were held had a common agreement which would expire on 30th April, 1971 and therefore it would be desirable that the *ad hoc* increments should be uniform. Thus the basis for claiming a uniformly applicable *ad hoc* increment by the employees at Bombay is on account of the fact that all these employees and their employers were governed by the same settlement which expired on 30th April, 1971 and no differentiation or separate treatment was claimed by any of the insurance companies in the matter of fixation of *ad hoc* increases for an interim period of 20 months.

23. "Circumstances" relied upon by either side have been considered in some detail to understand the submission by one side or the other for or against the claim for fixation of *ad hoc* interim payment.

24. According to the custodians the arbitrator acting judicially ought to take cognisance of the provisions of law which govern the parties and in particular the provisions of Sec. 40C and rule 17E framed under the Insurance Act. Under these provisions the Insurer is enjoined not to incur in any calendar year expenses of management including commission or remuneration in excess of the prescribed limits. The limits have been prescribed under Rule 17E of the Insurance Rules 1939. Almost every insurer has exceeded these limits during the past 5 years that is from 1967 to 1971 in one year or the other and some of them have been exceeding these limits almost every year. Thus the Home Insurance Co. exceeded the limits in 1961 and 1971, the Royal Exchange Group has exceeded the limit throughout from 1967 to 1971, the Eagle Star exceeded the limit in every year from 1961 to 1971, the Legal and General Insurance Co. exceeded the limit in 1970 and 1971 and also in 1972, the South British Insurance Co. exceeded the margin from 1967 to 1971 and so far as Yorkshire is concerned it exceeded the limit in 1969, 1970 and 1971. The argument therefore is that if there is any additional burden required to be borne on account of payment of *ad hoc* to the employees in Bombay the insurer will be exposed to the penalties under the Insurance Act, and the Rules and no authority acting judicially ought or should compell a party by its award to commit a breach of the provisions of any law. If the award is not obeyed disobedience of the award in the matter of payment of *ad hoc* sums would expose the insurer to the penalty as provided in Section 29 of the Industrial Disputes Act. On the other hand if the award is obeyed and the expense ratio is further enhanced or goes further up the limit already crossed the insurer is exposed to the penalties as provided in Sec. 102 of the Insurance Act. It is, therefore, claimed that in this

sence none of the insurance companies are capable of shouldering the additional burden of increase in the expenses of management which would necessarily result if any *ad hoc* payment is awarded to the employees at Bombay.

25. The argument presented in this form appears to be attractive and almost unanswerable but I am not at all impressed either with the validity or the correctness of this suggestion. This objection has been previously considered and repelled in some of the decisions of the Tribunals functioning under the Industrial Disputes Act, and these are (1) Ref. AIT No. 1 of 1969 before the National Industrial Tribunal, New Delhi, (2) Ref : CGIT No. 2/13 of 1968 before the Central Government Industrial Tribunal No. 2 at Bombay and (3) Ref : CGIT No. 2/37 of 1968 before the Central Government Industrial Tribunal No. 2 at Bombay. In all these decisions the contention in its various forms has been repelled. In my opinion the objection is not well founded.

26. Section 40C(1) which is the foundation of this submission provides as follows :

"Limitation of expenses of management in general insurance business :—

- (1) After the 31st day of December, 1949, no insurer shall, in respect of any class of general insurance business transacted by him in India, spend in any calendar year as expenses of management including commission or remuneration for procuring business an amount in excess of the prescribed limits and in prescribing any such limits regard shall be had to the size and age of the insurer :

Provided that where an insurer has spent as such expenses in any year an amount in excess of the amount permissible under this sub-section, he shall not be deemed to have contravened the provisions of this section, if the excess amount so spent is within such limits as may be fixed in respect of the year by the Controller after consultation with the Executive Committee of the General Insurance Council constituted under Section 64F, by which the actual expenses incurred may exceed the expenses permissible under this sub-section."

In exercise of the powers to make rules under Sec. 114 of the Insurance Act, the Central Govt. has made rules in 1939 and among others has provided by rule 17-E the limit of expenses of management in general insurance business. It is not necessary to quote rule 17-E except to point out that different percentages of expenses are fixed for different slabs of total gross premium and different percentages are fixed for total gross premium income fire and miscellaneous income together and separately for total gross premium income for marine insurance.

27. A careful perusal of Sec. 40C(1) will show that though the legislative mandate is in a positive form the proviso has substantially neutralised the rigour of that mandate. An insurer cannot be said to have spent in excess of the permissible amount by way of management expenses if the amount so spent is not in excess of the permissible limit of excess which is to be fixed for each year by the Controller of Insurance after consulting the Executive Committee of the General Insurance Council. The Executive Committee of the General Insurance Council is required under the provisions of Sec. 64M as a part of its duty to meet at least once before the 31st day of March every year to determine what advice it shall tender to the Controller in fixing the limit by which the actual expenses of management incurred by the insurer in the preceding year may exceed the limits prescribed under the rules and the section further requires the Controller in fixing such limits to have "due regard to the conditions obtaining in the general insurance business in the preceding year" and he is required to fix different limits for different groups of insurers. The composition of the Executive Committee for the General Insurance Council is provided in sub-sec. (2) of Sec. 64F of the Insurance Act. Out of the total number of 16 members of the Executive Committee as many as 8 persons out of whom 2 are officials and one is a non-official are to be nominated by the Central Govt. The other 8 are the representatives of the Insurance Association of India. Thus though the Controller of Insurance has to take his independent decision in the exercise of his discretionary powers under the Act, so far as this question is concerned

he is by law bound to take the advice of the Executive Committee and it is hardly likely that the Executive Committee which consists of representatives of insurers and of Govt. are likely to ignore the circumstances which compel an insurer to incur expenses not voluntarily but as the result of an award or decree or the provisions of law. One way of looking at the inhibition of Sec. 40C(1) is to restrict the inhibition to expenses voluntarily to be incurred by the insurer. If the insurer is required to incur expenditure in obedience of a lawful order or decree or award it is difficult to hold that if by such obedience of a lawful order, decree or award the insurer exceeds the limits imposed by Rule 17-E he can be deemed to have committed a breach of Sec. 40C. In fact no breach can be deemed to have been committed in respect of the provisions of Sec. 40C(1) until the margin by which the limit fixed by the rule can be exceeded has been fixed by the Controller of Insurance in consultation with the Executive Committee of the General Insurance Council.

28. Moreover it is not as if only one kind of expenditure is intended to be limited namely expenditure on wages or salaries. Expenses of the management cover a variety of items such as commission, salaries of the executive staff and other expenses. Wages undoubtedly would be a substantial part of the total bill. It cannot therefore be said that by the insurer being required to incur additional expenditure on account of increase in wages under an award, or decree it must necessarily lead to transgression of the limits of permissible expenses of the management laid down in the rules. The limits have been exceeded in the past but no material has been placed before the arbitrator to show that any action has been taken against any of the insurers. Of course it is true that because an infraction has not been punished in the past that is not a circumstance to be taken into consideration in interpreting the provisions regarding the ratio of expenses. But this circumstance is certainly relevant to point out that it is not as if the moment the expense ratio laid down in rule 17-E is exceeded that a penalty is incurred and infraction is said to have been committed. A cushion is provided in proviso to sub-sec. (1) of sec. 40C which takes into consideration all the circumstances in which the company reasonably and legitimately claims that expenses have been properly incurred and one of the most proper field for incurring expenses may be in the process of compliance with the orders of courts or arbitrators or tribunals or other authorities. In such cases the expenses are incurred not voluntarily or not because the insurer indulged in any extravagance but in observing a lawful direction. The intended effect of the proviso of sub-sec. (1) of Sec. 40C cannot therefore be ignored in interpreting the effect of Sec. 40C. It is not therefore possible to accept the contention on behalf of the custodians that if any increase is ordered by payment of *ad hoc* sums to the Bombay employees such increase may automatically expose the insurer to the risk of violation of the provisions of the Insurance Act, or the Penalties thereunder.

29. But in my opinion even this excuse is not available to the custodians in the present case. The picture is completely altered by the provisions of the General Insurance (Emergency Provisions) Ordinance 1971 followed by Parliament's Act, of 1971.

30. As from 13th May, 1971 the insurer that is the various insurance companies whether Indian or foreign have been completely denuded of any power of management. On and from the appointed day that is 13th May 1971 the management of the undertakings of all the insurers vests in the Central Government and the Central Govt. has appointed custodians to be in charge of the management of the undertakings for and on behalf of the Central Govt. and the management has to be carried on by the custodians according to the directions and instructions that may be given by the authority of the Central Govt. As from the appointed day no insurer that is the company or its Board of Directors can make any payment or grant any loan or incur any expenditure from the assets appertaining to the undertaking. In fact all the powers of the insurer incidental to the ownership of the insurance business, making payment, granting loans, incurring expenditure, transferring or otherwise disposing of the assets, creating a charge, making investment, acquiring property, entering into contracts of service or agency or entering into any other transaction have been completely taken away. The Central Govt. has been empowered and has exercised the power

to appoint custodians on such remuneration and the custodians are to be in charge of the undertaking of the insurer.

Section 5 of the Act is in the following terms:

"The custodian may, in relation to the undertaking of any insurer the charge of management of which has been taken over by him, exercise—

- (a) all or any of the powers which the Controller of Insurance may exercise under Sec. 106 or Sec. 107 of the Insurance Act;
- (b) all or any of the powers under Sec. 52B, Sec. 52BB, Section 52C or Sec. 52D of the Insurance Act which an Administrator appointed under Sec. 52A of that Act could have exercised in relation to life insurance business of an insurer."

Thus the effect of the Ordinance and the Act by which provision was made for taking over the management of the general insurance business pending nationalisation of such business is that except the right of ownership of the undertaking all other rights incidental to the ownership and principally the right of management of the business of the undertaking has been taken away from the insurer. Under Sec. 40C so long as it was applicable the limits in the matter of incurring expenses of management was undoubtedly placed on the insurer but this injunction could have any meaning and validity only so long as the insurer had the capacity to manage or had the right to incur expenses of management. It is difficult to see how the "insurer" who has been denuded or deprived of his right to management or incurring any expenses on management can be said to be still responsible in law if expenses of management of the business being now vested in the Central Govt. exceed a certain ratio prescribed by the rules made by the Central Govt. In strict theory if there is such excess the excess may be committed by the very authority which has by law been invested with the management of the business of the insurer. It is therefore the inconceivable that under these altered circumstances the insurer namely the company which owns the insurance business can be said to be amenable to the charge for infraction of the provisions of Sec. 40C of the Insurance Act or rule 17-E of the Rules. The inhibition of Sec. 40C(1) is only on the insurer and on no one else so far as one can see from the wording of that section. It is therefore difficult to hold that other persons concerned in the management whether as agent or employees are intended to be hit by the penal provisions of Section 102 as regards the violation of the provisions of Section 40C(1) is concerned. All penal provisions are normally to be interpreted strictly and the penalties or liabilities cannot be extended by implication to embarrass a person or authority which is not mentioned in the charging section. It is therefore difficult to accept the contention that in the absence of the insurer the custodian who is in charge of the management will be answerable under Section 40C of the Insurance Act if a case is made out for infraction of the provisions of Section 40C. I do not think such a position is permissible either under any provisions of the Insurance Act or the rules or any provisions of the new Ordinance and the Act under which the management of the undertaking and the business of the insurer have been taken over by the Central Government. But whatever scope there might have been for such an argument is untenable on account of the provisions of Section 5 of the Ordinance and the Act. Section 5 invests the custodians with the powers of the Controller and among such powers is the power under Sec. 107 of the Insurance Act. Section 107 of the Insurance Act provides for obtaining previous sanction of the Advocate General for institution of proceedings except in cases where proceedings are instituted by the Controller or the Administrator under Section 52A. If Section 5 of the new Act and the Ordinance are to have any meaning it must lead to this result either that the custodian as representing the insurer is liable to be proceeded against for an offence under Sec. 102 of the Insurance Act with the express sanction of the Advocate General or that in conceivable cases the Controller himself with whom the custodian has been equated may be in a position to start proceedings against the custodian. I do not see how either result is consistent with the reasonable interpretation of Sec. 5 of the new Act and the ordinance with the provisions of Sec. 107 read with Sec. 102 of the Insurance Act. In other words it seems to be the intention of law that since the management has been taken away as a result of statute from the control and the power of the insurer it is only fair and proper to hold that the insurer as such will not be answerable under

Sec. 40C of the Insurance Act which provision was on the statute book in entirely different circumstances. So long as the insurer had the powers of management and the right to incur expenses of management the legislature took the precaution to limit the expenses of management and to punish for excesses. Unless there is some provision expressly indicating that intention, it is not possible to hold that in the changed circumstances when the entire management has been taken over by the Government and the business is managed through the custodians the insurer is still liable under Section 40C or that the custodians can be proceeded against as if representing the insurer. The argument based on Sec. 40C therefore appears to be devoid of any merit in view of the changed circumstances under which the entire responsibility for management has been taken over by the Central Government. This does not mean that Parliament may not or cannot by proper legislation restrict the expenses of management even where the management vests in the Government, but so far as can be seen up to now no such legislation has been placed on the statute book and the existing provisions of Sec. 40C in my opinion do not cover the present case. The objection therefore fails.

31. Another contention raised on behalf of the employer was that the principle of industry-cum-region cannot be ignored in determining the reasonableness of any claim for wages whether on an *ad hoc* basis or on a permanent basis. It was therefore urged that applying the principle of industry-cum-region there is no parity in fixing the scales of pay or even *ad hoc* payments between the employees in Calcutta and employees in Bombay. The employees at Calcutta were paid less by way of total wage packet under existing agreements. Some of the employees had secured a commitment from their employers before 13th May 1971 which substantially secured an up-ward revision of wage-scales and because this could not be given effect to the employer had agreed to *ad hoc* payment on certain basis at Calcutta but the conditions at Bombay were entirely different according to the employers. In Bombay the settlements had expired but the provisions under the said settlements continued to govern the conditions of service which gave a higher total pay packet to the employees in Bombay. In this connection reference was made to the service conditions and pay scales of the employees employed under other Indian insurance companies and a statement has been filed to show that almost invariably the pay-scales in the foreign insurance companies as per the annexures filed with the written statements of many companies is on a much higher scale whether at the start or the 11th year of service or the 21st year of service. The pay earned by the employees in foreign companies is much higher than the pay earned by the employees in Indian companies such as New India Assurance Company, Sterling or Indian Traders or the New Great Insurance Company for which data has been filed. They have also pointed out that those are much bigger companies earning sizeable amounts of premium income compared with the premium income of the foreign companies and as the conditions of service and wage scales are already far superior there is no case for adding something more thus disturbing the industry-cum-region pattern of pay scales in Bombay. Alternatively it is submitted that it is an accepted principle of wage fixation that where an employee is under an All-India employment the same service conditions should prevail in respect of basic pay and dearness allowance at least in all the metropolitan cities like Bombay, Calcutta, Delhi, Madras etc. It is therefore improper that an artificial increase in the pay scales of the employees in Bombay should be permitted by any *ad hoc* payment when already the employees in Bombay are drawing a much higher pay packet per month compared to the total pay packet of the employees at Calcutta. It is urged that there is no good reason why the employees under the same employment that is the same employer should not be similarly paid whether at Bombay or at Calcutta. It is therefore said that the disparity already existing in the total pay packet between the employees at Calcutta and the employees at Bombay should not be further enhanced by adding something more by way of *ad hoc* allowance to the employees at Bombay. In this connection reference was made to the Award in the Banking Industry and also to a recent decision of the Supreme Court in Unichem Laboratories Ltd., 1972 I.L.L.J. p. 576.

32. In my opinion this is not a reference for fixation of wage scales or service conditions at all. The need for keeping in mind the principle of region-cum-industry basis is based on the need to avoid undue competition in the matter of wages paid in the same industry in the same region, to ensure certain degree of mobility of labour and to arrest the tendency

for perpetual demands being raised if there are sharp disparities in the wage scales or income of similarly situated workmen in the same or similar industries in the same region. Not to so ensure may lead to tensions and avoidable breaches of industrial peace. It is doubtful whether any of these considerations are apposite in coming to a decision regarding the rival contentions in the present dispute. As already observed the dispute is in a narrow compass. The custodians acting in obedience to the guide lines, one may say, have already offered *ad hoc* payment by way of allowance between the range of Rs. 38 to Rs. 103 for clerks, Rs. 25 to Rs. 90 for the subordinate staff and Rs. 30 to Rs. 70 for drivers by their agreement of Feb. 1972 to as many as nearly half the number of employees employed in Bombay in the foreign insurance companies who are represented by the Bombay General Insurance Employees Association while to the workmen concerned in this dispute an identical offer was made but not accepted by them. In fact the custodians had made a slightly higher offer namely Rs. 40 to Rs. 110 for clerks, Rs. 25 to Rs. 90 for subordinate staff and Rs. 30 to Rs. 70 for drivers at an earlier stage of the negotiations. When this was pointed out to the learned counsel appearing for the employer it was explained that the offer had to be made to purchase peace and that it was not necessarily a voluntary offer. I do not think that this explanation is tenable. The offers were made much earlier i.e. immediately at the start of the negotiations while allegations of alleged indiscipline are made with reference to what happened on or after the 25th February 1972. It cannot therefore be accepted that such offer for *ad hoc* payment as was made originally and after the receipt of the guide lines was as a result of coercion or duress. In fact there is nothing in the guide lines to suggest that the basis on which the settlement was directed to be made by way of *ad hoc* payment was in any way related to the attitude, reaction or any alleged indiscipline on the part of the workmen. This suggestion appears to be totally groundless. There is no such averment in respect of the employees at Calcutta and yet the custodians had entered into agreements at Calcutta offering *ad hoc* payment on a scale which is slightly higher than the allowance offered at Bombay. The contention that what has been offered at Calcutta and accepted is distinguishable by reason of the previous tentative agreement between the employers and the employees in Calcutta is equally untenable. It is unlikely that the same employer having agreed to a substantial wage rise in Calcutta on the basis of the alleged tentative agreement could or would have resisted an upward revision of the wage scales in respect of their employees in Bombay. This is especially so when the agreement of 1969 between the employees in Bombay and their employers had accepted the principle of identical basic wage scales for the employees at Calcutta as well as in Bombay. The only difference was in the matter of linking of the dearness allowance and it is evident that the disparity in the total wage packet is solely due to the difference in the cost of living index between Calcutta and Bombay. Once the employer has accepted that it was reasonable and proper to neutralise the rise in the cost of living at Bombay by linking the dearness allowance to the working class consumer price index at Bombay and to secure neutralisation by granting dearness allowance at Calcutta on basis of the Bengal Chamber of Commerce price index it is not understood how it can now be claimed that what was done in 1969 was wrong and improper. Nothing has been shown to justify such a contention. It is therefore not possible to accept that there were any special circumstances in Calcutta or any compelling reasons for accepting the settlement at Calcutta for payment of *ad hoc* allowances between the ranges of Rs. 45 to Rs. 135 for Clerks, Rs. 25 to Rs. 110 for Jamadars etc., Rs. 30 to Rs. 105 for daphtries and Rs. 30 to Rs. 105 for drivers.

33. It is also not understood how the guide lines which according to the custodians formed the basis of the settlement can be said to be violated if the settlement in Calcutta in respect of *ad hoc* payment is made applicable to the employees in Bombay. There does not seem to be any warrant for the statement in the second affidavit of Shri Vaidya that clause (4) of the guide lines permits additional increases in the percentage if the agreements had expired prior to 13th May 1971 is admissible only in the case of these employees whose agreements expired more than 3 months prior to 13th May 1971. The guide lines do not say so and it is not the case of the custodians that that was the directive from any person in authority.

34. There was some discussion as to the number of employees who are affected by this reference. Each company

was ordered and has disclosed the names and the details of the employees who are covered by this reference. Their number and class are as per the following table:—

Name of Company	Class III	Class IV	Division	Total
A. Home Insurance Company	74	13	1	88
B—F Royal Exchange Group	44	10	1	55
G. Eagle Star	80	20	4	104
H. Legal & General Insurance Company	20	6	1	27
I. South British Insurance Co.	41	12	1	54
J. Yorkshire Assurance Co.	34	6	2	42
	293	67	10	370

It will thus be seen that out of a total number of 681 employees in Bombay more than half have not accepted the Bombay offer and the dispute is not limited to a few persons only. Shri Madan Mohan also mentioned at the bar that there is an understanding between the employees and the employers that if this award up-holds the contention of the employer and orders that nothing more than the Bombay settlement in respect of ad hoc payment is payable to the Bombay employees payment will be made to all the employees on that basis and on the other hand if there is any variation or an improvement in the matter of ad hoc allowance payable to the Bombay employees even those employees who had accepted the Bombay offer will not be denied the payment on the basis of this award. If this is correct there is not likely to be any disparity in the matter of payment of ad hoc allowance whatever be the award among the employees at Bombay as a whole.

35. No custodian has pleaded that so far as the financial ability of any of the companies is concerned the additional burden that may have to be borne is beyond their capacity. In fact the argument presented in this respect was strictly limited to the effects of Sec. 40C of the Insurance Act and rule 17-E and it is in that sense that the ability or rather legal capacity to incur additional expenses by way of increase in wages was put forth as a ground of objection.

36. Now both sides have filed calculations of the additional burden that will have to be borne per month. Figures are given according as the additional allowance is fixed according to what the Bombay General Insurance Employees Association has accepted or according to the first offer made by the custodians or according to the scale of allowance fixed at Calcutta under the agreement dated 2nd October, 1971. The figures in the tabular information in para 17 of the affidavit filed by Shri Pillai on 30-10-1972 have not been challenged or disputed. The comparative figures of the burden per month on account of ad hoc monthly increase as per separate formula therefore will be as follow—

Name of Co.	Bombay-Gen. Insurance Employees Association-Formula	First-off-er Formula.	Calcutta-Formula	Difference Col. 4 minus Col. 3
1	2	3	4	5
Eagle Star	Rs. 8,026	Rs. 8,456	Rs. 10,794	Rs. 2,338
Guardian Royal Exchange Group	Rs. 5,278	Rs. 5,557	Rs. 6,874	Rs. 1,317
Legal & General	Rs. 2,525	Rs. 2,660	Rs. 3,270	Rs. 610
Yorkshire	Rs. 3,570	Rs. 3,760	Rs. 4,817	Rs. 1,057
Home (AFIA)	Rs. 6,540	Rs. 6,900	Rs. 8,622	Rs. 1,722
South British	Rs. 4,935	Rs. 5,190	Rs. 6,406	Rs. 1,216
COMBINED-EFFECT	Rs. 30,874	Rs. 32,523	Rs. 40,783	Rs. 8,260

37. The extra burden that the employees in Bombay are asking the custodians to bear in addition to what was originally offered by the custodians at Bombay amounts to Rs. 8,260 per month for all the companies together or Rs. 99,120 per year. The custodians themselves have calculated the extra burden that will have to be borne if instead of the Bombay scale of allowance agreed to by some of the employees in Bombay and the Calcutta scale of allowance as per the agreement dated 2nd October, 1971 is required to be paid. That extra burden according to the calculations of each of the companies is as follows:

	Rs. P.M.
(1) Home Insurance Co.	8,622
(2) Royal Exchange Group	6,874.72
(3) Eagle Star	10,794.00
(4) Legal & General	3,270.00
	the correct figure
(5) South British Insurance Co.	6,405.66
(6) Yorkshire Assurance Co.	4,817.00

38. These figures tally with the tabular statement incorporated by Shri Pillai in para 16 of his affidavit.

39. One of the principal submissions urged before the Arbitrator was the need to contain the rising spiral between prices and wages and to keep in view the impact of any wage rise on the inflationary trend of the economy. It was also urged that the employees in this industry are one of the best paid and in view of the nationalisation of the industry round the corner for which Parliament has already passed the legislation in the form of General Insurance Business Nationalisation Act, 1972 (Parliament's Act LVII of 1972) it is not advisable further to add to the disparity of wages among the same class of employees serving under different companies in the same industry. A committee has been set up to grapple with the question of standardisation of wages and the standardisation of service conditions and it was urged if any up-ward addition to wages is given in this award it will create further difficulties in the task before the committee for standardisation.

40. In my opinion these aspects of the question however weighty are not really of that importance in adjudication of a narrow issue between the parties in this reference. The arbitrator is not called upon in this case to fix wages or standardise the wages. The dispute having been started between the two parties in the circumstances already referred to what is required to be decided in these proceedings is only the question of ad hoc payment by way of interim arrangement. Whatever be the amount fixed for payment as ad hoc allowance I do not see how that is likely to have any impact as regards the principle of standardisation of wages or other conditions of service among different employees serving in different companies. The authorities in the Government of India in issuing the guide lines mentioned earlier must have considered this question in all its aspects and if payment of an additional ad hoc allowance was likely to have any such adverse effect on the task before the standardisation committee it is unlikely that Government would have permitted a settlement of the claims of the employees where agreements had expired before the 13th of May 1971 on the basis of ad hoc payment ranging from 10 per cent to 13 per cent and in some cases even more according to the discretion to be exercised by the custodians. The issuance of the guide lines therefore neutralises the relevance of this argument. Moreover the insurance companies themselves have not hesitated to incur more and more expenditure as is shown from the fact that year after year the expense ratio is going higher than what has been fixed under the rules. In this connection it is worthwhile to note that in some cases the expenses of the executive staff has also increased substantially for instance in the case of the Home Insurance Co. the percentage of increase for the executive staff has increased from 14.92 per cent in 1970 to 19.13 per cent in 1971. It is therefore contended by workmen in answer to this submission that it will not be fair or just to deny ad hoc payment to the employees at Bombay on the ground that such payment will adversely affect the standardisation of wages or other conditions of service on a rational basis when the nationalisation takes effect. That the task

of the standardisation is difficult cannot be gain-said. For instance the scales of pay that are paid by the employers in small companies like the Calcutta Insurance Co. and the scales of pay in other insurance companies having head offices out-side India pin-point the extreme disparity in the matter of pay scales and other conditions of service prevailing among the employees in the industry. That is the result of historical circumstances but it is also true that the pay scales of the employees in foreign insurance companies are by and large better than the pay scales of the employees in India Insurance Companies. But this not the only industry where this phenomenon is evident. For instance the pharmaceutical industry also presents the same picture and on that account alone therefore it is not possible to reject the demand of the employees in Bombay for payment of *ad hoc* allowance as an interim arrangement on par with the *ad hoc* allowance settled at Calcutta for 6 companies under the agreement dated 2nd October 1971.

41. In fact the argument would seem to be far fetched so far as the impact of these payments on the general trend of prices and inflationary pressure on the economy as a whole is concerned. If this argument were to be accepted in effect there will have to be by legislation or by judicial decisions a wage freeze for which no substantial grounds have so far been established. There are other factors which lead to price spiral and inflation in the national economy and it cannot be said that a reasonable and a small addition to the wages of the employees for a limited period of 20 months is going to have such effect either on the national economy or on the prices as a whole or is going to create difficulties in the task of the standardisation committee.

42. The dispute in this case has to be resolved as far as possible by deciding what is just and fair between the parties. That should be the cardinal principle which will inform the decision of the dispute referred to arbitration in this case and the question is whether the demand of the employees in Bombay to be given the same *ad hoc* allowance as is given to some of the employees at Calcutta in foreign insurance companies is a just demand. That there is a case for *ad hoc* payment cannot possibly now be disputed in view of the custodians having agreed to a payment by way of *ad hoc* allowance at Calcutta and to employees at Bombay who are being paid the *ad hoc* allowance on the basis of the Bombay settlement in case of the Bombay General Insurance Employees Association. The difference in the two scales is from Rs. 7 to Rs. 32 in respect of clerks, Rs. 10 to Rs. 15 for subordinate staff and so far as drivers are concerned though the start of the special pay is the same in Bombay and Calcutta there is a difference of Rs. 35 at the maximum.

43. When the guide lines themselves permitted as stated in clause (4) of para 10 of the first affidavit of Shri Vaidya some additional increase in the percentage if the agreements had expired prior to 13th May, 1971. I do not see any justification why in the case of the employees at Bombay whose agreements had expired 13 days before the 13th of May 1971 and not 3 months or 6 months prior to 13th May, 1971 should be deprived of this additional percentage. I am not satisfied that the authorities have indicated anywhere in the guide lines that a discrimination should be made in fixing the percentage of allowance at a higher rate between the employees whose agreements have expired a few days before the 13th May, 1971 and employees whose agreements had expired more than 3 months or 6 months before that date. This discrimination is irrational. If anything there is no basis indicated for such discrimination. It would appear as if an artificial and obtuse justification is being sought to resist the demand of the employees at Bombay who have raised this dispute that the basis of the *ad hoc* allowance in their case should be fixed with advertence not only to para 1 of the guide lines but also taking into consideration para 4 of the guide lines.

44. There is no satisfactory answer on behalf of the custodians as to why it is not fair, equitable and just to maintain the parity in the basic wages which the employees at Calcutta and the employees at Bombay according to the principle accepted in arriving at the settlement of October 1969. The contention of the employees that the principle of parity of basic wage scales was accepted has been admitted by the custodians in their written statements. Once this principle is accepted then the fact that on account of the linkage of dearness to different indices of the cost of living

one at Calcutta according to the Bengal Chamber of Commerce index and the other at Bombay according to the working class consumer price index cannot possibly justify giving a go-bye to the principle of parity of basic pay scales for the employees at Calcutta and the employees at Bombay. What is to be given is an addition by way of *ad hoc* payment pending standardisation of wages and other conditions of service by those settlements. I do not therefore see why whatever the amount of allowance that is paid is not liable or likely to be taken into consideration in the fixation of the standardised wage scales by the committee. It is in this context that the employees representative has urged that there is no justification for fixing the interim allowance on an *ad hoc* basis at different rates between the Calcutta employees and the Bombay employees of the insurance companies when the principle of parity of basic wages for both these classes of employees has been accepted and implemented. In this context it was pointed out that in some cases the employees had agreed even to a lowering of the minimum of the basic wage for some class of employees and brought it down from Rs. 38 to Rs. 35/-, but once the principle of parity of basic wage scales was accepted and implemented it is not fair and just to give a go-bye to that principle by fixing different amounts by way of *ad hoc* allowance for the interim period. No effective answer was forthcoming on the part of the custodians to this aspect of the controversy. It was fairly suggested that there was a mistake or an unjustified surrender in accepting the dearness allowance linked to different indices which has resulted in a large total pay packet for the employees in Bombay compared to their counter-part in Calcutta. Even this argument fails to take into account the fact that the dearness allowance is justified as an attempt to neutralise the erosion of real wages on account of the rise in prices. If the increase in the cost of living on account of the rise in prices is greater in Bombay than in Calcutta as measured by the yardstick of the cost of living prices index or the cost of living index neither the employee, nor the employer at one place or the other is not entitled to make a grievance. Both sides having accepted that yardstick for measuring the fixation of dearness allowance in respect of the same wage-scales at Calcutta and Bombay neither side will be blamed for it and certainly nor the employees. The fact therefore that the total wage packet of the employees in Bombay is higher than the total wage packet of the employees in Calcutta is not on account of disparity or the difference in the wage-scales which are identical but only on account of the difference in the cost of living at the two cities. If and when the standardisation of wages and other conditions of service take place the difference in the cost of living in the different cities of India is bound to be taken into account. Standardisation itself postulates down-grading of the income of some and up-grading of others; that is the necessary consequence of standardisation through generally care is taken to protect the personal pay of an incumbent. But we are not concerned with that aspect of the question in this case. The question is very narrow and that is whether the custodians should have justifiably refused to pay the same scale of *ad hoc* allowance as they had agreed to at Calcutta.

45. At one stage it was argued on behalf of the custodians that there could be separate awards one for each of the companies and the case of each company has to be separately considered. For this purpose the companies were divided into 3 categories namely the Royal Exchange Group and the South British Insurance Co. who had employees in Calcutta and who had entered into agreement on 2nd October 1971 agreeing to pay *ad hoc* allowance on the Calcutta offer. The second group was Legal and General Insurance Co. and the Yorkshire Assurance Co. who had no office in Calcutta and no employee in Calcutta. The third group was the Eagle Star and the Home Insurance Co. who had entered into separate settlements in respect of *ad hoc* payments at Calcutta with their employees. In my opinion this contention is not available to the custodians now. Reference has already been made to the basis on which settlement talks were held and it is quite clear from the minutes of discussions between the parties held on 25th February, 1972 that whatever *ad hoc* allowance was to be paid was to be paid on a uniform basis to all the employees of these companies at Bombay irrespective of what was paid by these companies or was not payable by any of them to their employees in Calcutta. I do not therefore see how that position can be altered now. This is a circumstance which cannot be ignored in settling the dispute between the parties. Moreover as far as one can see there is no substantial difference between the settlement regarding *ad hoc*

payment to the employees of the companies governed by the agreement dated 2nd October, 1971 at Calcutta or the separate settlements for *ad hoc* payments entered into between the employees of the Eagle Star and the Home Insurance Companies respectively. It is true that in the case of two companies namely the Legal and General Insurance Co. and the Yorkshire Assurance Co. who have no office and no employees at Calcutta their employees in Bombay have to be paid on the same basis as the employees in other insurance companies in Bombay. But that fact cannot erase the effect of the agreement between the parties which can be spelt out from the minutes during the settlement talks that payment to the employees at Bombay for the insurance companies concerned in this dispute is to be made on a uniform basis by way of *ad hoc* allowance. Therefore the fact that these two companies have no office or employee at Calcutta does not make them a separate class.

46. In considering the controversy referred for adjudication it cannot be forgotten that the controversy is only in respect of *ad hoc* payment for a limited period. It is therefore difficult to appreciate how *ad hoc* allowance determined on any basis is going to affect either the finances or the circumstances or the conditions of working of any of these companies in the long run to such an extent as to create any difficulties. Whatever amount of *ad hoc* allowance is to be paid has to be taken into consideration in determining the wage standards and other conditions of service applicable to all the employees after nationalisation. In so fixing the wage standards and other emoluments the committee entrusted with the task is bound to take into consideration the fact that under the general Insurance Business Nationalisation Act the provisions of the Insurance Act have been made applicable subject to exceptions, restrictions and limitations that may be determined by the Central Government to the corporation or an acquiring company contemplated under the nationalisation Act. It is at that stage that the Committee will have to take into consideration what impact if any the expenses over the wage bill of Class III and Class IV employees will have but in so determining the Committee will have another aspect of the situation in view namely that the expense ratio will have to be determined when the business of general insurance in all the three departments will be carried on by fewer units thus reducing the over-head expenses which is a salient feature when the same business is carried on by a large number of units in the industry. But that is a matter of elaborate inquiry with which I do not think this dispute is concerned or for the consideration of which any material has been placed on the record. I am therefore not all satisfied that the basis on which *ad hoc* allowance is determined in the adjudication of this dispute is likely to have any appreciable effect either on the economy as a whole or on the task of the standardisation committee. If that apprehension had any factual justification it would not have escaped reflection in the guide lines. But the Government authorities who issued the guide lines do not make any reference even remotely by implication that in fixing *ad hoc* allowance considerations of the kind pressed before me are either relevant or should be taken into account.

47. On an overall consideration of all the circumstances the approach of the respective parties at the time of the negotiations for settlement on the basis on which settlements have been made in the past and the settlements at Calcutta I have come to the conclusion that in view of the parity of the basic wage scales for the employees in Calcutta and in Bombay which has been accepted between the parties it will not be just and fair to fix different range of *ad hoc* allowances for the employees in Calcutta as distinguished from the employees in Bombay for these insurance companies. The agreement dated 2nd October, 1971 represents a fair basis for payment of *ad hoc* allowance to the employees in these insurance companies for the limited period till the end of December 1972. The employees have demanded in their statement of claim that the *ad hoc* monthly increases in the monthly emoluments should be granted to the employees of foreign insurance companies on the same basis and in the same manner as is granted to the Calcutta employees as contained in Annexure H namely as per the settlement dated 2nd October, 1971. In my opinion the demand is reasonable and it will be just and fair to pay to the employees in Bombay by way of *ad hoc* allowance and other benefits in the same manner and to the same extent as is being paid to the employees in Calcutta as per

Annexure H namely as per the settlement dated 2nd October, 1971. I accordingly direct that the custodians of the 10 employer insurance companies who are parties to this dispute before the arbitrator shall pay to their employees in Bombay from 1st May, 1971 to 31st December, 1972 *ad hoc* allowance and other benefits as per the agreement dated 2nd October, 1971. At Annexure H to the statement of claim filed by the employees. If any amount has been paid this shall be taken into account in adjustment of payments to be made on this basis. The payments shall be made within one month of the passing of this Award and I order accordingly.

N. L. ABHYANKAR, Arbitrator

Bombay 4th November, 1972.
(AF).

New Delhi, the 28th November, 1972.

ORDER

S.O. 4077.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Limestone Quarries of Bharat Mining Corporation, Pipradih, District Shahbad (Bihar) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the demand of the workmen of Bharat Mining Corporation (Limestone Quarries), Pipradih for increase in wages is justified? If so, what should be the wage structure of different categories of workmen and from what date?"

[No. L-29011/45/72-LRIV]

दिल्ली, 28 नवम्बर, 1972

आदेश

क्र० प्र० 4077.—यतः केन्द्रीय सरकार की राय है कि इस से उपायग्रह प्रमुखी में विनिश्चित विषयों के बारे में भारत खनन निगम की लाईम स्टोन खदान, पिपरादीह, जिला शाहबाद (बिहार) के प्रबन्धतंत्र से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निदेशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (संख्या 2), धनबाद, को न्यायनिर्णयन के लिए निर्देशित करती है।

प्रमुखी

"क्या भारत खनन निगम (लाईम स्टोन खदान पिपरादीह के कर्मचारों की मजदूरियों में वृद्धि की मांग न्यायोचित है ?"

यदि हाँ, तो कर्मचारों के विभिन्न प्रवर्गों का मजदूरी ढाँचा क्या और किस तारीख से होना चाहिए ?

[संख्या एल/29011/45/72-एल० प्र०-4]

New Delhi, the 29th November, 1972

S.O. 4078.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) declared by the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 2472 dated the 15th June, 1972, the banking industry carried on by a banking company as defined in clause (bb) of section 2 of the said Act, to be a public utility service for the purposes of the said Act, for a period of six months from the 29th June, 1972;

And whereas the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 29th December, 1972.

[File No. S-11025/15/72-LRI.]

नई दिल्ली, 29 नवम्बर, 1972

का० घा० 4078.—यह केन्द्रीय सरकार ने, यह मामाधान हो जाने पर कि लोक हित में ऐसा भवेलिख है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (i) के उप-धर्षों के अनुसरण में, भारत सरकार के श्रम और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० घा० 2472 तारीख 15 जून, 1972 द्वारा, उक्त अधिनियम, की धारा 2 के खण्ड (ख) में यथा परिभाषित बैंककारी उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 जून, 1972 से छः मास की कालावधि के लिए उपयोगी सेवा घोषित किया या;

और यतः केन्द्रीय सरकार की राय है कि लोक हित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना भवेलिख है;

अतः अब; औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (i) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 दिसम्बर, 1972 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का० सं० एस-11025/15/72-एल ग्रार I]

S.O. 4079.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri J. N. Das, Arbitrator in the industrial dispute between the management of Messrs Kalyanpur Lime and Cement Works Limited, Post Office Banjari, Dist. Shahabad, and their workmen represented by Kamayu Range Quarries Labour Union, Banjari which was received by the Central Government on the 23rd November, 1972.

[No. L-29013(3)/72-LRIV]

S. S. SAHASRANAMAN, Under Secy.

ARBITRATION AWARD GIVEN BY SHRI J. N. DAS, REGIONAL LABOUR COMMISSIONER (C) AND ARBITRATOR UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947 IN THE MATTER OF AN INDUSTRIAL DISPUTE BETWEEN THE MANAGEMENT OF MESSRS KALYANPUR LIME & CEMENT WORKS LIMITED, P. O. BANJARI, DIST. SHAHABAD (BIHAR) AND THEIR WORKMEN REPRESENTED BY KAMAYU RANGE QUARRIES LABOUR UNION, BANJARI.

PRESENT

Shri J. N. Das,
Regional Labour Commissioner (C)
& Arbitrator.

REPRESENTING THE MANAGEMENT:

Shri A. C. Srivastava,
Labour Officer,
M/s. Kalyanpur Lime &
Cement Works Limited,
P.O. Banjari,
Dist. Shahabad.

REPRESENTING THE WORKMEN:

1. Shri Chhatar Singh,	} Kamayu Range Quarries
General Secretary.	
2. Shri Jagdish Goswami,	} P.O. Banjari,
Organising Secretary.	

STATE : BIHAR INDUSTRY : LIME STONE QUARRY
The 18th November, 1972

AWARD

By an agreement dated 4-3-1972 the management of M/s. Kalyanpur Lime & Cement Works Limited, P.O. Banjari, Dist. Shahabad (Bihar) and their workmen represented by the General Secretary of the Kamayu Range Quarries Labour Union, P. O. Banjari, Dist. Shahabad, (Bihar) referred the following industrial dispute for my arbitration under Section 10A of the Industrial Disputes Act, 1947:—

"Whether the workers of the mines of Kalyanpur Lime & Cement Works Limited represented by Kamayu Range Quarries Labour Union are entitled to paid holiday on the 2nd October."

2. The parties further agreed that my decision as Arbitrator shall be binding on them. Having received the agreement in question by the Central Government on the 7th August, 1972 the same was ordered for publication in the Gazette of India vide Ministry of Labour, Employment & Rehabilitation (Dept. of Labour & Employment), New Delhi's order No. L-29013/3/71-LR-IV dated 14-8-1972.

3. In this connection it is worthwhile to mention that earlier the management and the union named above had entered into an arbitration agreement on 10-5-1971 on the same issue and the same was referred for my arbitration under Section 10A of the I.D. Act, 1947. The said agreement was published in the Gazette of India as required under the I.D. Act, 1947 vide the Ministry of Labour, Employment & Rehabilitation (Dept. of Labour & Employment), New Delhi's order No. L-29013/3/71-LR-IV dated the 9th June, 1971. After calling for the statements of both the parties I heard both the management and the union and I had given my award on 30-6-1972. I was informed by the Under Secretary to the Government of India, Ministry of Labour, Employment & Rehabilitation (Dept. of Labour & Employment), New Delhi vide his letter No. L-29014/3/71-LR. IV dated 17-6-1972 that as the arbitration agreement dated 10-5-1971 was not received by the Ministry it was not possible to publish my award dated 30-6-1972 in the official gazette and hence the award given by me became infructuous. Accordingly, I informed the parties vide my letter No. B-2/2(26)/71 dated 28/29-7-1972. However, the parties again entered into an arbitration agreement under Section 10A of the I.D. Act and had referred the same for my arbitration which has now been published as mentioned in para two above.

4. In course of hearing on the 13th November, 1972 both the parties contended that they do not want to submit any fresh statement or argument as the same have been submitted by them during the arbitration proceedings held by me in connection with the arbitration agreement dated 10-5-1971. In

the circumstances, I heard the parties in the matter of the arbitration agreement dated 4-3-1972 at Dehri-on-sone on the 13th November, 1972 when the representative of the management as well as of the union reiterated their old stands and arguments and desired not to add anything further and the hearing was finally concluded on the 13th November, 1972.

5. The contention of the management as contained in their statement (vide their letter No. 8902 dated 12-8-1971) is that the quarry has got its own certified standing orders and that as per Clause 21 (IV) the holidays are specifically fixed and laid down as under:—

1. Republic day One day.
2. Independence day One day.
3. Holi One day.
4. Sheoratri One day.
5. Iddulzuha One day.
6. Moharam One day.
7. Dushchra One day.

6. It has been pointed out that it was in the year 1962 when the management and the workmen representative had agreed to celebrate Mahatma Gandhi's birth day on 2nd October in a befitting manner and for that purpose this day would not be a working day. Accordingly, elaborate programmes were drawn up and although 2nd October in that year was declared a general holiday all the employees came to the quarries and took part in the festivity. It has been further pointed out that nobody used the day as leave to go home or outside the quarries and that this practice continued till the year 1964 after which most of the employees did not take part in the celebrations and used the day as a holiday against the spirit of the agreement of 1962. The management, therefore, took exception to this attitude of the workmen and did not allow any holiday on 2nd October, 1965. The union thereupon raised the matter with the management and eventually on the request of the union the management allowed the holiday on 2nd October, 1966 as well as in the year 1967 with the clear understanding that this will not be treated as a precedent. The management further found that the workmen were misusing the privilege and the fundamental idea of celebrating Mahatma Gandhi's Birth day in a befitting manner was not being accomplished. As such they expressed strong views to discontinue the same. The union thereupon raised an industrial dispute and the parties came to an agreement that the question whether the workers are entitled to paid holiday on 2nd October or not should be referred to my arbitration under Section 10A of the I.D. Act 1947. The management, therefore, emphasized that the workers are not entitled to paid holiday on 2nd October.

6. The main argument of the workmen in support of their case is that the 2nd October being the birth day of Mahatma Gandhi is a national holiday which has been made compulsory to all the establishments in public as well as in private sector. That the management of the quarries have been granting the 2nd October as paid holiday much before the formulation of the standing orders for their quarries which was duly certified by the appropriate authority in the year 1964 under the Industrial Employment (Standing Orders) Act, 1946. It has been pointed out that even according to Clause 21 of the certified standing orders for the quarries, there shall be seven days paid festival holidays or as laid down in an agreement or an award in force and out of these seven days, the Republic Day, Independence Day and Mahatma Gandhi's birth day shall be allowed without option and the rest of the days shall be fixed by agreement for local custom. This it is very clear that the management has no option but to allow 2nd October as paid holiday.

7. I have gone through the written submissions of the parties as well as their pleadings before me during the hearing of the case on 13-11-1972. It is true that the quantum of holidays and the days to be observed are fixed by the certified standing orders which is very clear and specific. The said provisions in the certified standing orders regarding paid festival holidays is under:—

"Festival holidays and leave—(a) There shall be seven days paid festival or as laid down in an agreement or an award in force. Out of these seven days, the Republic day, Independence day and Mahatma Gandhi's birth day shall be allowed without option and the rest of the days shall be fixed by agreement or local custom."

8. The terms of reference for my arbitration are very specific which states that:

"Whether the workers of the mines of Kalyanpur Lime & Cement Works Limited represented by the Kamayu Range Quarries Labour Union are entitled to be paid holiday on the 2nd October."

As an arbitrator I have to confine my decision within the four walls of the reference made to me. As stated earlier there is no option for the management as far as 2nd October is concerned. In view of the specific provision of the standing orders I do not see any reason why the workers of the mine of the said establishment should not get paid holiday on the 2nd October. I, therefore, decide this reference that the workmen of the said quarries are entitled to paid holidays on the 2nd October.

9. The award is passed accordingly.

J. N. DAS,
Regional Labour Commissioner (C)

New Delhi, the 31st October, 1972

ORDER

S.O. 4080.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, No. 2, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the Management of Central Bank of India, Nagpur is justified in not promoting Shri S. N. Sanghani, Head Cashier 'C', Adiyar Branch of Central Bank of India to the post of Head Cashier 'E'? If not, to what relief is the employee entitled to?

[No. L. 12012/100/72/LRIII.]

नई दिल्ली, दिनांक 31 अक्टूबर, 1972

आदेश

क्र०आ० 4080.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सेंट्रल बैंक आफ इंडिया से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7-क के अधीन केन्द्रीय सरकार औद्योगिक अधिकरण सं० 2 मुम्बई को उक्त विवाद एतद्वारा न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या सेंट्रल बैंक आफ इंडिया, नागपुर, के प्रबंधक का सेंट्रल बैंक आफ इंडिया की अडियार शाखाके श्री एस० एन० संघानी प्रधान रोकड़िया 'ग' की प्रधान रोकड़िया 'क' के पद पर प्रोन्नति न करना न्यायोचित है? यदि नहीं, तो कर्मचारी किस अनुसूची का हकदार है?"

[सं० एल० 12012/100/72-एल० आर० III]

The 14th November, 1972

ORDER

S.O. 4081.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Lower Kenda Colliery (The Khas Kendra Colliery Private Limited), Post Office Kajoragram, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Lower Kenda Colliery (The Khas Kendra Colliery Private Limited) Post Office Kajoragram, District Burdwan, are justified in stopping the work of Shri Ram Subhag Misra, Night Guard, with effect from the 4th August, 1972? If not, to what relief is the workman entitled?

[No. L/19012/92/72-LRII.]

दिनांक 14 नवम्बर, 1972

प्रावेश

का० प्रा० 4081—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में लोअर केन्दा कोलियरी (दि खाम केन्दा कोलियरी प्राइवेट लिमिटेड), शकधर कजोरा ग्राम, जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है।

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्दिष्ट करना वांछनीय समझती है।

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

क्या लोअर केन्दा कोलियरी (दि खाम केन्दा कोलियरी प्राइवेट लिमिटेड) शकधर कजोरा ग्राम, जिला बर्दवान के प्रबन्ध तंत्र का, श्री राम सुभग मिश्र रात्रि चौकीदार को 4 अगस्त, 1972 से काम से रोकना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुबोध का हकदार है?

[संख्या एल/19012/92/72-एल० प्रार०-II]

करनेल मिह, अवर सचिव

The 29th November, 1972

S.O. 4082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3, Dhanbad, in the industrial dispute between the employers in relation to the 'Gidi 'C' Colliery of National Coal Development Corporation Limited, Post Office Religara, District Hazaribagh and their workmen, which was received by the Central Government on the 14th November, 1972.

[No. 2/85/67-LRII.]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3 DHANBAD.

Ref. No. 97 of 1968

Present :—B. S. Tripathi,
Presiding Officer.

Parties :—Employers in relation to the Giddi 'C' Colliery of
National Coal Development Corporation Ltd.,

AND

Their Workmen.

Appearances :—For Employers—Shri S. S. Mukherjee,
Advocate

For Workmen—Shri R. R. P. Srivastava,
Secretary Khan Mazdoor
Congress, P. O. Religara,
Distt. Hazaribagh.

Industry : Coal.

State : Bihar.

Dhanbad, the 7th November, 1972

AWARD

The present proceeding arises out of the reference made on 9th August, 1968 by the Government of India in the Ministry of Labour, Employment & Rehabilitation (Department of Labour and Employment) as per Order No. 2/85/67-LRII dated the 9th August, 1968 Under Section 10(1)(d) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication of an industrial dispute between the parties mentioned above, with respect to matters described in the schedule of reference. The schedule is as follows :—

SCHEDULE

"Whether the management of Giddi 'C' Colliery, National Coal Development Corporation Limited, P. O. Religara was justified in dismissing Sri Durjodhan Singh, Electrical Helper, Giddi 'C' Colliery vide their letter No. Giddi-C/Fatal Accident-66/3566 dated the 12th July, 1967. If not, to what relief Sri Durjodhan Singh is entitled?"

2. The reference was received in this Tribunal on 24th August, 1968 and on 26th August, 1968 it was registered as reference No. 97 of 1968. The employers' written statement dated 27th September, 1968 was received by the Tribunal on 7th October, 1968. The industrial dispute was sponsored by Khan Mazdoor Congress before the Conciliation Officer through its Secretary and the same Union continued to represent the workmen in the present proceeding. The written statement dated 24th November, 1968 and rejoinder dated 25th November, 1968 to the written statement of the employers of the workmen were sent by post and they were received by the Tribunal on 27th December, 1968.

3. The concerned workman Shri Durjodhan Singh was working as Electrical Helper in Giddi 'C' Colliery during the relevant time. He was dismissed from service by the management as per letter of the management dated the 12th July, 1966 to the workman Ext. M-4 for committing certain acts constituting misconduct while on duty on 27th February, 1966 resulting in death of Shri Ramdhyan and serious injuries to one Shri Bikrama Prasad, both workers of Giddi 'C' Colliery and on duty at the relevant time. The above order of dismissal was passed by the management after receipt of the enquiry report Ext. M-6 in the Departmental enquiry against the workman from the Committee of enquiry set up for the purpose. According to the case of the employers on 27-2-1966 extension and modification of overhead electric line feeding No. 1 conveyor under the charge of Electrician Shri Uddal Singh was going on. At about 2 p.m. on that date the concerned workman, Shri Durjodhan Singh, was directed by the Electrician to switch off the 550 volts line feeding No. 1 conveyor and then to remain at the substation and to switch on the power only when he would be informed by a messenger to do the same. Thereafter Shri Durjodhan Singh cut off the power supply and informed Shri Uddal Singh of the same. Sarvashree Uddal Singh, Ramdhyan and Bikrama Prasad then climbed on the electric poles for making jumper connection, pole mounting and lead connection. Shri Uddal Singh came down after making jumper connec-

tion, while Sarvashree Ramdhyan and Bikrama Prasad remained on the pole for making lead connection from the pole mounting. All of a sudden at about 2.15 p.m., these two workmen fell down from the pole after getting electric shock resulting instantaneous death of Shri Ramdhyan and serious injuries to Shri Bikrama Prasad. According to the management the power was switched on by the concerned workman before the receipt of any definite instruction in this regard resulting in the incident aforesaid. The management states that immediately after the accident Shri Durjodhan Singh was not available at the substation or at the site of the accident or at his residence or anywhere in the colliery premises and he was available only in the morning of 28th February, 1966. They state that the fatal accident was the result of the negligence on the part of concerned workman Shri Durjodhan Singh. A chargesheet dated 21.3.66 Ext. M-2 was accordingly issued to the concerned workman who submitted his reply Ext. M-3 to the same and after considering the explanation of the workman by the competent authority an enquiry was ordered to be conducted by an Enquiry Committee consisting of Sri P. N. Kakar, Deputy Superintendent of Collieries, Giddi 'C', Shri M. V. Rao, Supdtg. Engineer, Sounda and Shri A. N. Gonswami, Group Personnel Officer, Barkakhana. The Enquiry Committee conducted enquiry to the charges issued to the workman and according to the management the enquiry was an impartial one and was held in accordance with the principles of natural justice in the presence of the workman concerned to whom full opportunity was given to defend himself. The Enquiry Committee as a result of the enquiry found all the charges framed against Shri Durjodhan Singh fully proved and held him guilty of the charges which amounted to misconduct under paragraph 18(i)(c)(q)(p) of Certified Standing Order of the Employers. The Area General Manager (K)/Chief Mining Engineer, N.C.D.C. Limited, who is the competent authority to direct dismissal of Shri Durjodhan Singh, after carefully considering the findings of the Enquiry Committee and the evidence adduced before it, accepted the findings and ordered for the dismissal of the said workman. The order was communicated to the workman by the letter dated 11/12-7-66 of the Deputy Superintendent of Collieries (vide letter Ext. M-4). The employers submit that the management was fully justified in dismissing Shri Durjodhan Singh, Electrical Helper, and he is not entitled to any relief.

4. The case made out by the workmen is that the concerned workman Shri Durjodhan Singh was subjected to a departmental enquiry and was punished on account of his Trade Union activities which amounted to victimization of the workman and unfair labour practice on the part of the management. It is said that the concerned workman was not guilty of the charges mentioned in the chargesheet issued to him. The workmen state that the departmental enquiry was not conducted in a fair and impartial manner and the concerned workman was not given adequate facility to defend himself at any stage of the enquiry. It is stated that after the chargesheet was issued to the workman, he wanted the copy of the document on the basis of which charges were framed against him but the prayer of the workmen was not allowed and the workman had to file show cause against the chargesheet under threat that unless cause was shown by a particular date it would be presumed that the workman had nothing to show cause against the charges framed against him; that the departmental enquiry was not conducted in an impartial manner in as much as it was Sri P. N. Kakar who had issued chargesheet against the workman and it was he who was the Chairman of the Committee of the enquiry which conducted the departmental proceeding; that at the time when chargesheet was issued to the workman and also at the time of enquiry the matter relating to the accident in question in which one workman was killed and another sustained serious burn injuries was under investigation before the Police and also before the Electrical Inspector of Mines and in spite of the fact that this was pointed out to the management and also to the Committee of enquiry by the workman the departmental enquiry proceeded under threat that if the workman would not attend the enquiry it would proceed *ex-parte*; and that the committee of enquiry did not issue any notice to show cause against the proposed punishment awarded to the workman before the order of punishment was passed and similarly no such notice was issued to him before the final order of dismissal was passed by the Chief Mining Engineer, N.C.D.C. Ltd. It is also stated that the concerned workman was not given full opportunity to produce his witnesses in defence. It is

pointed out that the Electrical Inspector of Mines after due enquiry into this accident came to the conclusion that the accident in question was due to the total violation and complete disregard of the provisions of Indian Electricity Rules, 1956 for which the management was responsible. The workmen state further that Shri Durjodhan Singh, the concerned workman, had no business to go to the electrical substation to switch on the power, as there was round the clock duty of a substation attendant at the substation. In view of all these the workmen state that the management was not justified in dismissing Shri Durjodhan Singh, Electrical Helper, and he is entitled to be reinstated from the date of his dismissal with full back wages and other benefits.

5. At the time of hearing both the parties filed documents in proof of their respective cases and also examined witnesses. The employers examined only one witness, namely Shri P. N. Kakar (MW-1), Deputy Superintendent of Collieries under N.C.D.C. Ltd. The chargesheet against the workman in the departmental proceeding was issued by him and he was a member of the enquiry committee in the departmental proceeding against the workman. He is practically a formal witness. He has proved the depositions of witnesses examined by the enquiry committee Ext. M-5(1) to M-5(5), the statement of Shri Durjodhan Singh Ext. M-5(6), the report of the enquiry committee in the departmental proceeding Ext. M-6 and the order of the Chief Mining Engineer dated 30-6-66 (Ext. M-7) directing dismissal of Shri Durjodhan Singh from service. It is to be noted that the Chief Mining Engineer was the competent authority to direct dismissal of Shri Durjodhan Singh. The workmen also examined only one witness on their behalf, namely, Shri M. K. Ghosh (WW-1), an Assistant working in the Directorate-General of Mines Safety at Dhanbad. He is also a formal witness. He produced the report of Shri H. K. Bhattacharjee, Electrical Inspector of Mines dated 31-3-66 (Ext. W-14). This report is with respect to the accident in question. He also produced some other documents which are correspondence between the Electrical Inspector of Mines and the management of the colliery in question and they have been marked as Ext. W-15 to W-18. This witness had no concern with the enquiry conducted by the Electrical Inspector of Mines or the correspondence produced by him. The workmen did not examine any other witness on their behalf.

6. The chargesheet issued to the workman concerned is contained in Ext. M-2 and it is to the effect that on 27-2-66 Shri Durjodhan Singh, Electrical Helper, Giddi 'C' Colliery of N.C.D.C. Limited was deputed along with 8 casual workers to do the work of extension and modification of overhead line feeding No. 1 conveyor under the charge of Electrician Shri Uddal Singh; at about 2 p.m., he was instructed by Shri Uddal Singh to switch off the 550 volts line feeding No. 1 conveyor and after informing that the power had been switched off he was instructed to remain in the electrical substation and to switch on the power only when he was informed by a messenger in that regard; after Shri Uddal Singh was informed by Shri Durjodhan Singh that the power supply had been cut off, Shri Uddal Singh Electrician and the casual workers Sarvashree Ramdhayan & Bikrama Prasad climbed on the electric pole for making jumper connection, pole mounting and lead connection; Shri Uddal Singh came down after making jumper connection and Ramdhayan & Bikrama Prasad were on the pole for making lead connection from the pole mounting; at this time at about 2.15 p.m., all of a sudden Sarvashree Ramdhayan and Bikrama Prasad fell down from the pole after getting electric shock resulting in instantaneous death of Shri Ramdhayan and serious injuries to Shri Bikrama Prasad; the electric line was switched on by Shri Durjodhan Singh causing the above accident and this was against the instruction given to him by the Electrician Shri Uddal Singh; and Shri Durjodhan Singh was not available at the substation or at the site of the accident or anywhere in the colliery premises and the accident was due to the negligence of duty on the part of Shri Durjodhan Singh. Shri Durjodhan Singh was therefore directed to show cause as to why disciplinary action should not be taken against him under Clause 18, Sub-clauses (c) (q) & (p) of Certified Standing Orders of the Company. From the above it appears that the chargesheet was very clear and there was no vagueness in it.

7. Ext. M-3 is the cause shown against the chargesheet issued to the workman. It appears that before submitting

show cause the concerned workman wrote to the management (vide Ext. W-1 dated 31-3-66) asking for attested copies of the statements, informations or depositions of any witness or of the persons which constituted the basis of the charges in the chargesheet. The management informed the workman as per letter Ext. W-3 dated 21-4-66 that it was not possible for the office to supply the desired documents and that if no reply was received within 48 hours from the date of receipt of that letter it would be deemed that the workman had no answer to offer. The non-supply of the documents required by the workman has been taken as a ground in support of the contention that the enquiry was not fair and impartial. At this place reference may be made to the evidence of MW-1 Shri P. N. Kakar, the then Deputy Superintendent of Collieries under N.C.D.C., who states in cross-examination that there was no paper in writing with the management before framing the chargesheet against the concerned workman and accordingly the question of supply of the copy of any paper to him as requested in Ext. W-1 did not arise. He states further that the chargesheet was framed by him on the basis of verbal statement of Shri Uddal Singh made before him which he did not record. It comes to this therefore that there was no document in writing with the management before chargesheet was framed against the workman. Thus the request of the workman could not be complied with and the compliance thereof did not arise in fact. However, the question that arises for consideration is as to whether the absence of any such document will vitiate the framing of the chargesheet against the workman and the enquiry in the departmental proceeding. In my opinion, the answer must be in the negative. There is no bar to the framing of a chargesheet against the workman by the management on the basis of verbal complaint made before the authority about the action of the delinquent workman. Again, there has been no prejudice to the workman in showing cause to the chargesheet or in defending himself in the enquiry proceeding in as much as the facts constituting the offences committed by the concerned workman have been clearly stated in the chargesheet and the chargesheet was served on the workman. It cannot be said that the charges levelled against the workman could not be properly understood and no reply to the same could be given without the assistance of any other document and the concerned workman was not in a position to know the case of the prosecution in the departmental proceeding so as to enable him to defend himself in that proceeding. It cannot, therefore, be said that the departmental proceeding against the workman was vitiated on account of the absence of written document which could form the basis of the charges framed against the workman.

8. It appears that the departmental proceeding was conducted by a Committee of enquiry consisting of three members, namely Shri P. N. Kakar, Deputy Superintendent of Collieries, N.C.D.C., Shri M. V. Rao, Superintending Engineer, Sounda and Shri A. N. Gonswami, Group Personnel Officer, Barkakhana. The enquiry committee examined Shri Uddal Singh, Electrician besides some of the workmen who were working on the date of occurrence in the matter of electrical extension in the colliery premises and they are Sarvashree Ganesh, Ramlal, Bikrama Prasad & Sitaram Mahato. The enquiry committee also examined the concerned workman Sri Durjodhan Singh. From the evidence on record it appears that in the enquiry proceeding Shri Durjodhan Singh was assisted by his co-worker Shri Birendra Singh, dumper operator. The workman cross-examined the witnesses of the management and signed on the deposition of each of the witnesses. From the evidence of MW-1 also it appears that the concerned workman was given full facility in defending himself and the witnesses were examined & cross-examined and their statements were recorded in the presence of the workman. In the present proceeding the concerned workman has not been examined to say that he was not given full opportunity to defend himself in the departmental enquiry or that he was not given chance to examine any witness in defence. After going through the entire evidence and circumstances on record I find that the concerned workman was given full and adequate opportunity to defend himself in the departmental enquiry. I do not accept the allegation of the workman in the written statement that the workman was not given opportunity to examine any witness in defence.

9. Ext. M-6 is the enquiry report of the committee of enquiry dated 28-6-66. It appears that after going through the evidence adduced before the committee and in consi-

deration of the circumstances before them, they came to the conclusion that all the charges levelled against the workman were proved and they found him guilty of those charges. In the enquiry report they have mentioned the charges as, (1) Wilful disobedience of the superior's order, (2) breach of Mines Act or Regulation framed thereunder and (3) leaving work without permission. Ext. M-1 is the Certified Standing Order applicable to the collieries owned by N.C.D.C. Ltd. Section 18(i) provides for punishment in the case when a workman is found guilty of misconduct. It provides that a workman may be suspended or fined or his increment may be stopped or he may be demoted or dismissed without notice if he is found guilty of misconduct. The kinds of misconduct for which the workman is liable to be punished, as stated above, has been enumerated under Sub-clauses (a) to (u) of Clause 18(i). In the present proceeding we are concerned with Sub-clauses (c) (p) & (q). Sub-clause (c) relates to wilful insubordination or disobedience of any lawful or reasonable order of a superior. Sub-clause (p) speaks of leaving work without permission or sufficient reason and Sub-clause (q) speaks of any breach of the Mines Act or any other Act or of any regulations, rules or by-laws thereunder or of any standing order. The enquiry report does not show which provision of any Act or Rule was violated by the concerned workman. At the time of argument the Learned Advocate of the management also could not point out the particular provision in any Act or Rule which was broken by the workman. Thus the finding of the enquiry committee regarding the commission of misconduct enumerated in Sub-clause (q) of Clause 18(i) of the Certified Standing Order must be ignored. Still, however, there is finding of the enquiry committee in the departmental proceeding that the concerned workman had committed misconduct under Sub-clauses (c) & (p), referred to above, inasmuch as the concerned workman had disobeyed the order of his superior, namely, the Electrician Shri Uddal Singh and had absented without permission or sufficient reason from duty.

10. The principles relating to the interference of the finding of the management in a domestic enquiry against its employee by the Tribunal have now been well established by decisions of their Lordships of Supreme Court. The Tribunal can interfere with the disciplinary action of the employer only:—

- (i) when there is want of good faith,
- (ii) when there is victimization or unfair labour practice,
- (iii) when the management has been guilty of a basic error or violation of the principle of natural justice; and
- (iv) when on the materials, the finding is completely baseless or perverse.

A finding is said to be perverse when there is no evidence in support of it or no reasonable conclusion can be arrived at, as in the domestic enquiry, on the evidence before the Enquiry Officer.

11. I have already said above that on behalf of the management the witnesses examined were Uddal Singh the Electrician and four other casual workers, namely, Sarvashree Ganesh, Ramlal, Bikrama Prasad and Sitaram Mahato, in the domestic enquiry. The concerned workman Shri Durjodhan Singh also examined himself in that enquiry. The evidence of the witnesses of the management is that on 27-2-1966 at about 2 p.m., Shri Uddal Singh with the help of the concerned workman Shri Durjodhan Singh, his helper, and 8 casual workers, including those examined by the management in the domestic enquiry, were getting the extension of electric line done in the colliery premises. For this purpose Shri Uddal Singh directed Shri Durjodhan Singh to go to the electrical substation to cut off the electric connection and to stay there till he gets direction from Shri Uddal Singh to switch on the electric line. From the evidence of the witnesses of the management, both in examination in chief and cross examination, it appears that Shri Durjodhan Singh went to the substation and after switching off the electric line he shouted to Shri Uddal Singh that the power had been cut off, whereupon Shri Uddal Singh got on one electric pole for jumper connection and the workers, namely Ramdhyan and Bikrama Prasad, got on another pole for lead connec-

tion and after doing the jumper connection Shri Uddal Singh came down while the other two workers were on the pole doing lead connection. The evidence of the witnesses is that the other workers at that time were near about that place. At this time Ramdhayan and Bikrama Prasad got electric shock and fell down resulting the death of Ramdhayan and serious injuries to Bikrama Prasad. The death of Ramdhayan and injuries to Bikrama Prasad, who at the relevant time were working on the electric pole was due to the electric shock received by them was not disputed in the domestic enquiry. Apart from it in the domestic enquiry injured Bikrama Prasad was also examined to testify the same. He stated that while he was working he got electric shock and he cannot say what happened thereafter. According to the statement of Shri Durjodhan Singh before the enquiry committee he went to the electric substation and switched off the electric current and thereafter he came back to the place of work where the work of extension of electric line was going on. He states further that after getting on the pole it was he who made jumper connection and when he came down thereafter he under the direction of Shri Uddal Singh went to the substation to switch on the electric current which he did and soon thereafter he switched off the current. This was at about 2 and 2-15 p.m., on the said date. There is thus no doubt that when Ramdhayan & Bikrama Prasad were working on electric pole at about 2-15 p.m., the concerned workman Shri Durjodhan Singh switched on the current as a result of which the accident in question took place. There is no witness to corroborate Durjodhan Singh that he switched on the current under the instruction of Shri Uddal Singh. Nor is there any evidence or circumstance to corroborate him that after switching off the current Durjodhan Singh again came to the site of the work and did jumper connection. Witness Ramlal in cross-examination has denied the suggestion of the concerned workman that Durjodhan Singh had got on the pole for jumper connection. Shri Bikrama Prasad has said in his evidence that Durjodhan Singh did not do jumper connection. The statement of Sitaram Mahato is that Durjodhan went to the substation to switch off the electric line as directed by Shri Uddal Singh and he did not come back again from that place. It appears from his evidence that he remained at the site of the accident for about one hour after the accident. The enquiry committee has not believed the statement of Durjodhan Singh in the domestic enquiry that Durjodhan Singh switched on the electric current under the direction of Shri Uddal Singh or that Durjodhan came to the work site after switching off the current. From the statement of Shri Durjodhan Singh in the domestic enquiry it appears that on that day his duty was from 7-30 a.m. to 3-30 p.m. The evidence on the side of the management is that after the accident Shri Durjodhan Singh was not found either at the substation or at the work site or at any other place though search for him was made. The statement of Shri Sitaram Mahato in cross-examination is that several persons were deputed to search out Durjodhan Singh after accident but he was not available and did not see Durjodhan on that day after the accident though he remained at the place of accident, which was the place of duty, for about one hour. The accident in the present case took place at about 2-15 p.m. The statement of Shri Durjodhan Singh is that soon after he switched on the electric line and then switched it off two persons came to him and told him that on account of the electric current the accident in question had taken place and thereafter he left the place. In the later part of his statement in cross-examination Durjodhan Singh at one place has stated that he left the place at 5 p.m. After considering the evidence and circumstances on record it appears that when Durjodhan Singh got the information that one worker was killed and another was seriously injured on account of the electric current in the electric line after the line was switched on by him, Durjodhan Singh left the place out of fear.

12. In view of the evidence and circumstances on record it cannot be said that the finding of the enquiry committee in the domestic enquiry was baseless or perverse, on the contrary the evidence and circumstances before them justify the conclusion that Shri Durjodhan Singh energised the electric line while the workmen Sarvashree Ramdhayan & Bikrama Prasad were working on the electric pole and were making lead connection and consequently Ramdhayan died and Bikrama Prasad received serious injuries on his person and soon after this accident the concerned workman Shri Durjodhan Singh left the place of duty without any permission or sufficient reason. The enquiry committee were, therefore, justified in coming to the conclusion that the concerned

workman was guilty of the charges under Sub-clauses (c) & (p) of Clause 18(i) of the Certified Standing Orders. The findings of the enquiry committee and the connected documents and evidence on record were considered by the Chief Mining Engineer who as per his order dated 30-6-66 (Ext.M-7) directed dismissal of Shri Durjodhan Singh. Thereafter it appears the letter of dismissal of the workman concerned was issued by the Deputy Superintendent of Collieries (*vide* letter No. Giddi-C/Fatal Accident/66-3558 dated 11.12-7-1966 Ext. W-9). At this place I like to mention that some clerical typing mistake has crept in the schedule of reference in mentioning the dismissal letter as letter No. Giddi-C/Fatal Accident/66-3566 dated the 12-7-67 in place of 3558 dated 11.12.7.1966. Considering the gravity of the offences committed by the concerned workman I do not think that the punishment awarded to the concerned workman was severe.

13. There is no evidence or circumstance to come to the conclusion that the disciplinary action against the concerned workman was the result of victimization or unfair labour practice on the part of the management or there was want of good faith on their part. There is also nothing to show that the principles of natural justice were violated in conducting the domestic enquiry as against the concerned workman. It is alleged in the written statement of the workman that the concerned workman was not given opportunity to explain before the punishment was awarded to him. This allegation has been on the basis of the provisions in Article 311 of Indian Constitution which is applicable to the case of a Government Servant when the appointing authority decides to award punishment to him in a departmental enquiry. In that case a second show cause notice is required to be served upon the Government employee to show cause against the proposed punishment to be awarded to him and thereafter on consideration of the show cause petition, if filed, the final order of punishment is passed by the appointing authority. This provision has no application to the case we are concerned in the present proceeding. No law or authority has been placed before me to show that in a case of the present nature the management is required to give notice to show cause against the proposed punishment to be awarded to the concerned workman. Therefore the punishment inflicted by the management on the concerned workman in the present case cannot be said to have been vitiated on account of the non-service of notice on the workman before the final order of punishment was passed.

14. From the evidence on record it appears that at the time when the domestic enquiry against the concerned workman commenced, Police investigation regarding the occurrence and also investigation by the Inspector of Mines were proceeding. A point was thus raised on behalf of the workman that the domestic enquiry should not have proceeded during the pendency of the said investigations. I am unable to accept this contention. There is no bar to the domestic enquiry against a delinquent workman during the pendency of enquiries by the authorities, other than the management, for the same incident. The workmen have relied upon the report of the Inspector of Mines, already referred to above, who has held the management responsible for the accident due to non-observance of some rules of electricity. The report is that had the observance thereof been made the accident in question would have been prevented. The Inspector of Mines in his report does not appear to have held specifically that the concerned workman did not energise the electric line at the relevant time or if he did so, it was under the orders of Shri Uddal Singh. Again, the report of the Electrical Inspector of Mines on facts is not admissible into evidence without examining the officer concerned. I may mention here that the Electrical Inspector of Mines has not been examined in this case. Similarly the Police investigation of the incident does not stand as a bar to the holding of the domestic enquiry by the management with respect to the incident. On behalf of the workman the certified copy of the judgment Ext. W-19 in G.R. case No. 116 of 1966 (State Vs. Durjodhan Singh and another), decided on 17-9-71 by Munsif Magistrate First Class, Hazaribagh, has been filed. In that case both Shri Durjodhan Singh and Shri Uddal Singh were put on trial under Section 304A of I.P.C. for the accident in question and both of them were acquitted of the charge. It appears from the judgment that the Learned Magistrate found the evidence adduced by the prosecution as against the accused as of doubtful character and both the accused were acquitted after giving them benefit of doubt. That

being the decision the finding arrived at in the domestic enquiry as against the concerned workman cannot be brushed aside. It comes to this, therefore, the finding arrived at in the domestic enquiry by the Enquiry Committee and the order of dismissal passed by the management after accepting the report of the Enquiry Committee are not liable to be interfered with by the Tribunal.

15. In view of the findings recorded above my conclusion is that the management of Giddi 'C' Colliery of M/s. National Coal Development Corporation Limited, P. O. Religara was justified in dismissing Shri Durjodhan Singh, Electrical Helper, Giddi 'C' Colliery. In that view of the matter the concerned workman Shri Durjodhan Singh is not entitled to any relief.

16. This is my award. Let the award be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

B. S. TRIPATHY, Presiding Officer.

New Delhi, the 25th November, 1972

S.O. 4083.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur, in the industrial dispute between the employers in relation to the management of East Donger Chickli Colliery of Messrs Pench Valley Coal Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 22nd November, 1972.

AWARD

[No.L-2212/20/71-LRII.]

KARNAIL SINGH, Under Secy.

CENTRAL GOVT. INDUSTRIAL-TRIBUNAL-CUM-
LABOUR COURT, JABALPUR.

Dated the 1st November, 1972

PRESENT:

MR. JUSTICE S. N. KATJUPRESIDING OFFICER.
CASE NO. CGIT/LC(R) (3) OF 1972.

(Notification No. L/2212/20/71-LRII dated 7-1-1972).

PARTIES:

Employers in relation to the management of East Donger Chickli Colliery of Messrs Pench Valley Coal Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen represented through the Bhartiya Koyala Khadan Mazdoor Sangh, Chhindwara (M.P.).

APPEARANCES:

For Employers—S/Sri P. S. Nair, Advocate and S. D. Singh Personnel Officer.

For Workmen—Sri S. S. Shakrawar

INDUSTRY: Coal Mine DISTRICT: Chhindwara (M.P.)
AWARD

The question referred to me is:—

‘Whether the management was justified in stopping S/Sri Puran, Jugan, Mohan & Rahim, Timber Suppliers from work in the East Donger Chickli Colliery with effect from 12.6.1969?’

The same question was raised by three of the aforesaid persons viz. Rahim, Jugan and Puran in applications under Section 33-C(2) of the Industrial Disputes Act which came up for decision before this Court (No. CGIT/LC(C) (990/69,902/69 and 903/69). In the aforesaid cases this Court held that it was not proved that the applicants were the workers of the non-applicant and on that ground the applications were dismissed. The case of Mohan is not different from the case of the aforesaid three persons. Since this

very question was decided by this Court in the aforesaid applications by its order dated 24.9.1970, I am not prepared to take a different view of the matter. In the circumstances, my answer to the question raised in the first part of the schedule is in the affirmative. My award is that the action of the management of East Donger Chickli Colliery belonging to M/s. Pench Valley Coal Co. Ltd., P. O. Parasia, District Chhindwara (M.P.) in stopping Rahim, Puran, Jugan and Mohan, Timber Suppliers from work with effect from 12.6.1969 was justified. I make no order to costs.

S. N. KATJU, Presiding Officer

New Delhi, the 25th November, 1972

ORDER

S.O. 4084.—Whereas an industrial dispute exists between the employers in relation to the Indian Airlines and its workmen represented by All India Aircrafts Engineers Association, Calcutta;

AND, Whereas the said employers and workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

NOW, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement which was received by it on the 4th November, 1972.

AGREEMENT

Between

Name of the Parties:

Representing Indian Airlines—Employers—Shri P. J. Lalvani, Director of Personnel, Indian Airlines.

Representing All India Aircraft Engineers' Association Workmen

Shri S. R. Dasgupta, General Secretary, All India Aircraft Engineers' Association.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri C. K. Daphtary of A-8, Maharani Bagh, New Delhi-14.

(i) Specific matters in dispute:—

- Whether there is any justification for the demand of the Association for doubling the Technical Pay.
- Whether there is any justification for any increase in the Compass Swing Allowance and R.T. Allowance.
- Whether the demand for taxying allowance is justified.
- Whether the demand for multi-fleet allowance of Rs. 400/- is justified.
- Whether the demand for inclusion of Special Allowance and Technical Pay for calculation of Overtime Allowance is justified.
- Creation of a cadre of Deputy Superintendent and fixation of their scales of pay.
- What should be the date of effect of the relief. If any, in respect of the items at (a) to (e) above.

(ii) Details of the parties:

Employers — Indian Airlines, 113, Gurudwara Rakabganj Road, New Delhi-1.

Workmen — In the category of AMEs and ARMEs represented by All India Aircraft Engineers' Association, with Central Office at 177, Kankulua Road, Calcutta-19.

(iii) Name of the — All India Aircraft Engineers' Association.

(iv) Total No. — Approx. 15,000

(v) Estimated No.— Approx. 600 men in all Categories of workmen affected or likely to be affected by the dispute.

The arbitrator shall make his award within a period of 6 months from the date of publication of notification under Section 10-A(3) of the Industrial Disputes Act, 1947 or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties.

Representing Employer—
November 1, 1972

Sd/- P. J. LALVANI

Representing Workmen—
November 1, 1972

Sd/- S. R. DASGUPTA

Witness: 1. Sd/- Illigible.
2. Sd/- Illigible.

[No. L 11011/26/72/LR. III]

KARNAIL SINGH, Under Secy.

नई दिल्ली, 25 नवम्बर, 1972

प्रावेश

का० आ० 4084.—यह इण्डियन एयर लाइन्स से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, जिनका प्रतिनिधित्व आल इण्डिया एयरक्राफ्ट इंजीनियर्स एसोसिएशन कलकत्ता करती है, एक औद्योगिक विवाद विद्यमान है ;

और यह उक्त नियोजकों और कर्मचारियों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अन्तर्गत में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यम से निरद्वेषित करने का करार कर लिया है और उक्त माध्यम से करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के उपबन्धों के अन्तर्गत में, केन्द्रीय सरकार उक्त माध्यम से करार को, जो उसे 4 नवम्बर, 1972 को मिला था, एतद्वारा प्रकाशित करती है।

प्रपत्र 'ग'

(औद्योगिक विवाद (केन्द्रीय) नियम, 1957 की धारा 7 के अधीन)

करार

के बीच

पक्षकारों के नाम :

इण्डियन एयरलाइन्स

प्रतिनिधित्व करने वाले-नियोजक

आल इंडिया एयरक्राफ्ट इंजीनियर्स

एसोसिएशन का प्रतिनिधित्व करने वाले

श्री पी० जे० आलवानी

कार्यिक निदेशक, इण्डियन एयरलाइन्स।

1 श्री एम० आर० दास गुप्ता

सहसंचालक,

आल इण्डिया एयरक्राफ्ट इंजीनियर्स एसोसिएशन।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री सी० के० वफ्तरी, ए-8, महारानी बाग, नई दिल्ली-11 को माध्यम से निरद्वेषित करने का एतद्वारा करार किया गया है।

1. निरद्वेषित विवाद ग्रन्थ विषय:
 - (क) क्या एसोसिएशन की इस मांग का कोई औचित्य है कि तक-सीकी वेतन को दुगुना किया जाए।
 - (ख) क्या कवास स्प्रिंग भत्ते और आर० टी० भत्ते में वृद्धि कराने का कोई औचित्य है।
 - (ग) क्या टैक्सीडिंग भत्ते की मांग न्यायोचित है।
 - (घ) क्या 400/- रुपये के मल्टीपलीट भत्ते की मांग न्यायोचित है।
 - (ङ) क्या समयोपरि भत्ते की गणना के लिए विशेष भत्ते और तक-सीकी वेतन को सम्मिलित करने की मांग न्यायोचित है।
 - (च) उप-अधीक्षक के सर्वग को मूजन और उनके वेतनमान निर्धारित करना।
 - (छ) (क) से (ङ) की उपर्युक्त मदों के सम्बन्ध में अनुसूचकों को, यदि कोई हो तो, किस तारीख से लागू किया जाना चाहिए।

2. पक्षकारों के विवरण :

नियोजक —

इण्डियन एयर लाइन्स,

113, गुरुद्वारा रकाबगंज रोड, नई दिल्ली-1।

कर्मकार —

एयरक्राफ्ट मेनटेनेन्स इंजीनियर्स और एयरक्राफ्ट रेडियों मेनटेनेन्स इंजीनियर्स की श्रेणी में जिनका प्रतिनिधित्व आल इंडिया एयरक्राफ्ट इंजीनियर्स एसोसिएशन जिनका केन्द्रीय कार्यालय 177, कनकुलिया रोड, कलकत्ता-19 में है।

3. संध का नाम

—

आल इंडिया एयरक्राफ्ट इंजीनियर्स एसोसिएशन।

4. सभी श्रेणियों में कर्मचारियों की कुल संख्या

—

लगभग 15,000

5. विवाद द्वारा प्रभावित या सम्भाव्यतः

प्रभावित होने वाले कर्मचारों की

प्राक्कल्पित संख्या

लगभग 600

माध्यम अपना पञ्चाट औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क(3) के अन्तर्गत अधिसूचना के प्रकाशन की तारीख से 6 मास की कालावधि या इतने और समय के भीतर जो इससे बंध पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पञ्चाट नहीं किया जाता तो माध्यम से निरद्वेषित करने का

हो जायगा और हम नए माध्यमों के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले —हूँ—

1 नवम्बर, 1972 (पी० जे० लालवानी)

कर्मकारों का प्रतिनिधित्व करने वाले —हूँ—

1 नवम्बर, 1972 (एस० आर० दामोदर)

साक्षी :

1 हूँ—अपार्ट

2 हूँ—अपार्ट

[संख्या एन० 11011/26/72-एन० आर०-3]

करने में मदद, अवर मदद

New Delhi, the 25th November, 1972

S.O. 4085.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 22nd November, 1972.

AWARD

[No. L.12012/26/72/LR.III.]
KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR.

Jabalpur, the 2nd November, 1972

Present

Mr. Justice S. N. Katju.—Presiding Officer.

CASE No. CGIT/LC (R) (24) OF 1972.

(Notification No.L-12012/26/72-LR.III dated 13.6.1972)

Parties

Employers in relation to the Allahabad Bank and their Workmen (Om Prakash, Driver) Raipur Branch (M.P.)

Appearances

For Bank.—Shri Dayal Das, Staff Officer.

For Workman.—None.

Industry : Bank.

District : Raipur (M.P.)

AWARD

This is a reference under Sec. 10(1) (d) of the Industrial Disputes Act. The question referred to me is.—

“Whether the Allahabad bank was justified in causing breaks in the service of Om Prakash, Driver of their Raipur Branch for certain periods from 1.2.1971 to 9.7.1971 and whether he is entitled to be regularised in the services of the Bank”.

I have perused the written statement of the employer Bank. It is stated by the Bank that Om Prakash was employed on a temporary basis by the Bank to drive a Jeep which was not exclusively at the disposal of the Bank and was occasionally used by the Bank for follow up operation in respect of agricultural loans advanced by different branches of the Bank in Madhya Pradesh. It is contended on behalf of the Bank that since Om Prakash was employed on a temporary basis and he was made to work only when his service were needed by the Bank there was no question of any breaks in the services of Om Prakash.

Considering the circumstances of the case and in view of the fact that no one has appeared on behalf of Om Prakash.

I am not prepared to disbelieve the version which has been put forward by the Bank. My answer to the reference is that in view of the temporary nature of services of Om Prakash there was no question of any breaks in his service and he being a temporary employee he could be employed by the Bank from time to time when his services were needed.

Under these circumstances, Om Prakash is not entitled to any relief and his claim to be regularised in the services of the Bank is untenable. I answer the reference accordingly.

The parties will bear their own costs.

S. N. KATJU, Presiding Officer.

New Delhi, the 29th November, 1972

S.O. 4086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Guzdar Kajora Colliery, Post Office Kajoram, District Burdwan and their workmen, which was received by the Central Government on the 23rd November, 1972.

[No. L-19012/9/71-LR.III]

KARNAIL SINGH, Under Secy.

AWARD

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

REFERENCE NO. 121 OF 1971

PARTIES:

Employers in relation to the management of Guzdar Kajora Colliery,

AND

Their Workmen

PRESENT:

Shri S. N. Bagchi

Presiding Officer.

APPEARANCES:

On behalf of Employers Shri Monoj Kr. Mukherjee,
Advocate.

On behalf of Workmen Absent

By Order No. L/1912/9/71-LR.II, dated 16th December, 1971, the Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment, referred a dispute existing between the employers in relation to the management of Guzdar Kajora Colliery and their workmen, to this Tribunal, for adjudication on the question as to whether the management of Guzdar Kajora Colliery, Post Office Kajora-gram, District Burdwan was justified in terminating the lien on appointment of Shri Sitaran Das, Boiler Fireman, from the 13th February, 1971 and if not, to what relief was the workman entitled.

2. To-day is the date fixed for hearing of the case. On the date fixed for settling the date of hearing both the learned Advocates for the management and the union were present and were informed about the date of peremptory hearing of the case. To-day for the management Mr. M. K. Mukherjee, learned Advocate, appeared while the union did not turn up though it was represented on 27-10-72 the date fixed for settling the date of hearing by Mr. Malkhandy the learned Counsel. Till 12.30 P.M. of the day the union did not turn up. So, the case is taken up for ex-parte hearing.

3. Mr. Mukherjee raised a preliminary objection as to the entertainability of the reference on made and the jurisdiction of this tribunal to adjudicate upon the reference. The schedule to the reference is as follows:

“Whether the management of Guzdar Kajora Colliery Post Office Kajoram District Burdwan is justified in terminating the lien on appointment of Shri Sitaran Das, Boiler Fireman, from the 13th February, 1971? If not to what relief is the workman entitled?”

The failure report is dated 25th January 1971. In the written statement filed by the union representing the workman involved in the reference what is stated in paragraphs 3 to 10, the substance of which is, as follows: On 7th July, 1970 the workman reported for duty. On 8th July, 1970 he again reported for duty. But on both the days he was refused employment. On 9th July, 1970 he fell ill and reported the matter to the Manager by a letter sent by registered post on 9th July, 1970. He recovered from the illness and reported for duty on 14th July, 1970 but was again refused employment by the management. On 16th July, 1970 the workman wrote a letter to the Manager demanding employment but no action was taken. On 15th December, 1970 the workman again demanded justice but justice was denied. So, the union espousing the cause in paragraph 10 of the written statement prays that the refusal of employment to the workman from 7th July, 1970 is illegal, arbitrary, mala fide and amounts to victimisation. Therefore, the union prays reinstatement of the workman from 7th July, 1970 with the continuity of service and full back wages for the period of non-employment.

4. Mr. Mukherjee, learned Advocate for the management, points out that due to the continued absence without authority the management found that the workman had lost lien to his post and by a letter dated 13th February, 1971 terminated his appointment to the post of Boiler foreman and placed him in the badli list.

5. The failure report dated 25th January, 1971 which came as an Annexure to the order of reference to this tribunal would not show, as pointed out by Mr. Mukherjee the learned Advocate for the management, that any demand relating to the termination of lien to the post held by the workman effected by the management by its letter dated 13th February, 1971 was lodged before the conciliatory authority. The failure report dated 25th January, 1971 does not touch the dispute, if any, relating to the termination of lien to the post of boiler foreman held by the workman concerned that was terminated by the management by its letter dated 13th February, 1971. So, referring to the written statement of the union espousing the cause of the workman and the failure report dated 25th January, 1971 and to the schedule to the reference Mr. Mukherjee pointed out that no dispute relating to the termination of the lien to his appointment to the post of a boiler foreman of the workman concerned effected by the management by the letter of termination, dated 13th February, 1971 could have been raised either before the management or before the conciliatory authority. In fact the failure report does not show that any demand relating to the dispute resulting from the alleged termination of lien to the post of boiler foreman effected by the letter of termination issued by the management on 13th February, 1971 had been lodged by the union espousing the cause of the workman before conciliatory authority. The failure report relates to the stoppage of work of the workman concerned with effect from 7-7-70. Therefore, upon the failure report as Mr. Mukherjee rightly submitted the Central Government did not acquire any jurisdiction to refer the dispute relating to the termination of the lien to the post of boiler foreman held by the workman effected by the letter of termination issued by the management on 13th February, 1971. He further submitted that as the dispute under reference in the circumstances pointed out by him is not an industrial dispute within Section 2(k) of the Industrial Disputes Act as explained by the several decisions of the Supreme Court, Madras High Court and Delhi High Court, this tribunal acquires no jurisdiction on the reference relating to the dispute thereunder either to entertain the reference or to adjudicate upon it.

6. I fully accept the submission made by Mr. Mukherjee, the learned Advocate for the management and I hold that in view of the circumstances stated above, this tribunal has no jurisdiction to adjudicate upon the reference as made. In the result the reference is rejected.

This is my award.

Dated, November 16 1972.

S. N. BAGCHI, Presiding Officer

New Delhi, the 29th November, 1972

S.O. 4087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of East Nimcha Colliery of the East Laikdih Colliery Company Private Limited, Post Office Jaykaynagar, District Burdwan and their workmen, which was received by the Central Government on the 23rd November, 1972.

AWARD

[No. L-19012/47771-LR.II]
KARNAIL SINGH Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

REFERENCE NO. 120 OF 1971

Dated November, 15, 1972.

Parties

Employers in relation to the management of East Nimcha Colliery of the East Laikdih Colliery Company Private Limited,
and
Their Workmen.

Present

Sri S. N. Bagchi ... Presiding Officer.

Appearances

On behalf of
Employers

On behalf of
Workmen

Sri B. P. Dabral,

Chief Personnel Officer.

By Order No. L/1912/47/71-LR.II, dated 16th December, 1971, the Government of India, in the Ministry of Labour and Rehabilitation (Department of Labour and Employment), referred an industrial dispute existing between the employers in relation to the management of East Nimcha Colliery of the East Laikdih Colliery Company Private Limited and their workmen, to this Tribunal, for adjudication, on the question as to whether the action of the management of East Nimcha Colliery of the East Laikdih Colliery Company Private Limited, Post Office Jaykaynagar, District Burdwan in retrenching 94 workmen named in the Schedule to the Order of reference, by their notice dated the 28th October, 1970, was legal and justified and if not, to what relief the concerned workmen were entitled.

2. The notice of the reference was issued to the management and to the General Secretary of the Union. The management filed its written statement on 17-2-1972. It was accepted as cause of the delay was condoned. 27-10-72 was the date fixed for setting a date of hearing. On 24-10-72 the union espousing the cause of the workmen filed an application with a written statement praying for condoning the delay in filing the written statement. For reasons stated therein cause for the delays was found adequate and the written statement was accepted. On 27-10-72 the management and the union both were present, the former through its Chief Personnel Officer and the latter through its learned Counsel Mr. B. Malkhandy. The peremptory date of hearing was fixed to 15-11-1972, i.e. to-day. To-day the management turns up but the union does not.

3. For the management it was submitted that the reference itself is incompetent in law since it is stated in the schedule to the reference that by a notice dated 28th October 1970 the workmen concerned mentioned in the schedule to the reference had been retrenched but in fact the notice of retrenchment dated 28th September, 1970 had been received by the union earlier before 28th October, 1970 and raised a dispute over the retrenchment before the A.L.C.(C) Asansol, by its letter dated 14th October, 1970. So, the Chief Personnel Officer submitted that as referred to in the schedule to the order

of reference that the retrenchment was effected by notice dated 28th October, 1970 was contrary to the admitted state of facts and circumstances of the case. So, if any retrenchment, as submitted by the Chief Personnel Officer, was effected it was not effected by the notice dated 28th October, 1970 but by the notice dated 28th September, 1970 and as such the reference on the face of it cannot be entertained and adjudicated upon. As the union did not appear the facts stated by the Chief Personnel Officer based on the letters proved by him shall have to be considered.

4. I have already observed that in the schedule to the order of reference it is stated that by notice dated 28th October, 1970 the workmen concerned were retrenched but it will appear from the letters Ext. M1, M2 and M3 particularly M2 and M3, proved by the Chief Personnel Officer, that the union espousing the cause of the workmen made a complaint to the Assistant Labour Commissioner (C), Asansol, by its letter dated 14th October, 1970 concerning the retrenchment of the workmen concerned. So, before 14th October, 1970 the workmen concerned in the dispute had been retrenched. Now the question is by which notice. If on 14th October, 1970 the union raised the dispute over the retrenchment admitted in Ext. M3 that retrenchment notice was dated 28-9-70, there could be no retrenchment of the workmen concerned in the dispute by any notice dated 28th October, 1970 as mentioned in the schedule to the order of reference. So, the dispute if any, that was raised by the letter dated 14th October, 1970 by the union espousing the cause of the retrenchment of the workmen arose out of the retrenchment allegedly effected by the notice dated 28-9-70 mentioned in the letter of the Union dated 14th October, 1970 in paragraph 1 thereof, vide Ext. M3, but not in relation to the retrenchment of the workmen concerned by the notice dated 28th September, 1970 as mentioned in the schedule to the reference. Therefore, regarding the dispute, arising out of the retrenchment effected allegedly by the notice dated 28th October, 1970 no demand was not lodged, as submitted by the Chief Personnel Officer of the management, either before the management or before the Assistant Labour Commissioner (C), Asansol. He further submitted that if the union, espousing the cause of the workmen lodged the demand relating to the dispute over the retrenchment of the workmen concerned, it was not the retrenchment effected by the notice dated 28th October, 1970 as mentioned in the schedule to the reference but by notice dated 28th September, 1970. In that view of the fact, no dispute even before the Assistant Labour Commissioner (C) was raised by the union espousing the cause of the retrenched workmen relating to a retrenchment as alleged in the schedule to the reference allegedly effected by the notice dated 28th October, 1970. So, as submitted by the Chief Personnel Officer correctly, the dispute relating to the retrenchment allegedly effected by the notice dated 28th October, 1970 is not an industrial dispute within the meaning of the expression as in Section 2(k) of the Industrial Disputes Act. I fully accept the submission of the Chief Personnel Officer. No industrial dispute arose nor does it exist even until now relating to the retrenchment of the workmen mentioned in the schedule to the reference by the alleged notice dated 28th October, 1970. The dispute, if any, of the retrenchment of the workmen concerned arising out of the notice dated 28th October, 1970 having had not been made the subject matter of conciliation before the A.L.C. (C), Asansol, in its failure report, the Central Government acquired no jurisdiction to refer the dispute, allegedly arising, relating to the retrenchment of the workmen concerned, out of the alleged notice of retrenchment dated 28th October, 1970 as mentioned in the schedule to the Reference.

5. In the result, the reference is incompetent in law and cannot be entertained and adjudicated upon by this tribunal. It is therefore rejected. This is my award.

S. N. BAGCHI, Presiding Officer.

New Delhi, the 29th November, 1972

S.O. 4088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Chirimiri Colliery, Post Office Chirimiri, District Surguja and their workmen, which was received by the Central Government on the 23rd November, 1972.

AWARD

[No.L-22011/16/71-LRII.]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL— CUM-LABOUR COURT JABALPUR.

Jabalpur, the 3rd November, 1972

Parties

MR. JUSTICE S. N. KATJU.—Presiding Officer.
CASE REF. No.CGIT/LC(R)(2) OF 1972.

(Notification No.L/2211/16/71-LRII dated 6.11.1972).

Present

Employers in relation to the management of Chirimiri Colliery, Post Office Chirimiri, District Surguja and their workmen represented through the M.P. Khan Mazdoor Congress, Chirimiri Colliery Branch P.O.Chirimiri and M.P. Colliery Workers Federation, P.O. Chirimiri, District Surguja (M.P.).

Appearances

For employers—Sri P. S. Nair, Advocate.

For workmen—I. Sri Gulab Gupta, Advocate for M.P.Colliery Workers Federation.

2. Sri S. C. Chaturvedi, Advocate and Sri V. N. Dixit for M.P. Khan Mazdoor Congress, Chirimiri

Industry : Coal Mine

District : Surguja (M.P.)

AWARD

This is a reference under Sec.10 of the Industrial Disputes Act. The question referred to this Tribunal is about the demand of the Workmen of Chirimiri Colliery with respect to Variable Dearness Allowance. It appears that there three other private collieries at Chirimiri besides the Chirimiri Conery, North Chirimiri Colliery West Churni Colliery and New Chirimiri Ponri-Hill Colliery. There may be some other collieries at Chirimiri as has been contended on behalf or the representative of the Workmen. Till 1970 there was only one Union of the workers of the Chirimiri Colliery. There were disputes about the V.D.A. and the Union of the workers viz. the M.P. Colliery Workers Federation (hereinafter called the Federation) entered into an agreement with the management on 11.4.1969. The aforesaid agreement was signed on behalf of the Federation by Sri Indrabhan Pandey, the Vice President of the Federation and the President of Chirimiri Branch of the Federation and by Sri Ramnik Lal, Secretary of the Federation and also Secretary of the local Branch of the Federation. The aforesaid agreement provided that "the V.D.A. will thereafter be paid at the rate finally decided for the neighbouring private collieries". Thereafter disputes about the rate of the V.D.A. raised by the Workers of North Chirimiri Colliery, West Chirimiri Colliery and New Chirimiri Ponri Hill Colliery were referred to this Tribunal (Reference Nos. 23 of 1969 and 10 of 1969) and came before me. In the aforesaid references there were settlements between the workers as represented by the M.P.Colliery Workers Federation and the management. I gave my awards in the aforesaid references in terms of the aforesaid settlements between the parties. The dispute in the present reference has been raised by the M.P.Khan Mazdoor Congress. It may be a splinter Union of the M.P.Colliery Workers Federation. The President of the Congress, Sri Indrabha Pandey, is the same person who was, as mentioned above, the Vice President of the Federation and the President of the Chirimiri Branch who signed the earlier settlement. The question raised in the present reference before me is precisely the same which was the subject matter of the dispute in the aforesaid references No.23 of 1969 and 10 of 1969. As mentioned above, the dispute between the Workers and the management has been settled by the Federation with the management. I gave my award in those cases in accordance with the aforesaid settlement. I am not prepared to reopen the aforesaid settlement arrived at between the management and the M.P.Colliery Workers Federation and take a contrary view in the present reference before me. A copy of the settlement between the management and the M.P.Colliery Workers Federation in form II dated 12.10.1972 is on the record. As I have already observed in the two references the terms of the aforesaid settlement are fair and reasonable. I make my award in terms of the aforesaid settlement dated 12.10.1972 which shall form part of the award.

S. N. KATJU, Presiding Officer.

ANNEXURE

MEMORANDUM OF SETTLEMENT BETWEEN THE
MANAGEMENT OF CHIRIMIRI COLLIERY AND
THEIR WORKMEN REPRESENTED BY THE M.P.
COLLIERY WORKERS' FEDERATION, CHIRIMIRI.

REPRESENTING THE MANAGEMENT

Shri D. K. Sengupta, Manager, Chirimiri Colliery, P.O. Chirimiri, District Surguja, M.P.

REPRESENTING THE WORKMEN

1. Shri R. M. Sen, Dy. General Secretary, M.P. Colliery Workers' Federation, P.O. Chirimiri, M.P.
2. Shri B. P. Dubey, Secretary, M.P. Colliery Workers' Federation, & President, Chirimiri Colliery Branch of M.P. Colliery Workers' Federation, Chirimiri, M.P.
3. Shri Pardeshi, Vice President, Chirimiri Colliery Branch of M.P. Colliery Workers' Federation, Chirimiri, M.P.
4. Shri Shyamlal Sharma, Secretary, Chirimiri Colliery Branch of M.P. Colliery Workers' Fedn. Chirimiri, M.P.

PLACE: CHIRIMIRI Dated the 12th October, 1972.

SHORT RECITAL OF THE CASE.

The M. P. Colliery Workers' Federation, Chirimiri, had given a strike notice vide its letter dated, the 11th July, 1972 regarding payment of V.D.A. as per the recommendations of the Central Wage Board for the Coal Mining Industry. The matter was taken up in conciliation by the Regional Labour Commissioner, Commissioner (Central), Jabalpur. Discussions were held in the presence of the R.L.C.(C), Jabalpur on 10th, 18th, 19th, 30th and 31st August, 1972. The Management stated that the Government of India has already made a reference on this issue vide its Notification dated the 6th January, 1972 and the matter is pending before the Tribunal. After prolonged discussions and without reaching the contention of the parties, the following settlement was arrived at:

TERMS OF SETTLEMENT.

(1) It is agreed that the Management shall, in full and final settlement of the dispute regarding V.D.A., pay arrears covering the period from 1/4/1968 to 31/8/1972, as under:—

- (a) For the period from 1/8/1968 to 30/9/1969 arrears comprising the difference between Rs. 1.29 per day per Worker and the amount of V.D.A. actually paid during the above said period of 14 months.
- (b) For the period from 1/8/1971 to 31/5/1972 arrears comprising the difference between Rs. 1.60 per day per worker and the amount of V.D.A. actually paid during the above said period of 10 months.
- (c) For the period from 1/6/1972 to 31-8-1972 arrears comprising the difference between Rs. 2.13 per day per Worker and the amount of V.D.A. actually paid during the above said period of three months.
- (d) The Arrears of V.D.A. mentioned in sub-clauses (a), (b), and (c) shall be paid within a period of three months from the date of the Consent Award of the Central Industrial Tribunal in the reference of V.D.A. pending before it.
- (e) The arrears of V.D.A. mentioned in sub-clauses (a), (b) and (c) shall be paid to all the workmen on the basis of actual attendances put in and paid leave and paid holidays enjoyed by an industrial workmen during the aforesaid periods, no arrears of V.D.A. being payable to the persons who had resigned and were paid ex-gratia payment in full and final settlement of their dues between 1/4/1968 and 31/8/1972.

2. The Management agrees to pay V.D.A. at rate of Rs. 2.13 per day per worker with effect from 1/9/1972.

3. The Management further agrees to pay V.D.A. in future as per recommendations of the Central Wage Board for Coal Mining Industry.

4. It is agreed that this settlement is in full and final settlement of the dispute relating to the arrears of V.D.A. and implementation of the recommendations of the Wage Board for the Coal Mining Industry.

5. It is agreed that the parties shall jointly file an application before the Central Government Industrial Tribunal Jabalpur, paying for a Consent Award and final disposal of the reference pending before the Tribunal in terms of this settlement.

6. It is also agreed that the parties shall bear their own expenses for the proceedings before the Tribunal.

For the Management.

Sd/-D.K.Sengupta.

For the Workmen:—

Sd/-R.M.Sen.

Sd/-B.P.Dubey.

Sd/-Pardeshi.

Sd/-Shyamlal Sharma.

Witness:—

Sd/- Illegible.

Sd/- Illegible.

PART OF AWARD.

S. N. KATJU, Presiding Officer.

New Delhi, the 29th November, 1972

S.O. 4089.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the management of Jealgora Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad, and their workmen, which was received by the Central Government on the 24th November, 1972.

[No. 1/2012/22/71-LRII]

KARNAIL SINGH, Under Secy.

AWARD

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD.

Present

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 38 of 1971

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the management of Jealgora Colliery of Messrs East Indian Coal Company Limited, Post office Jealgora, District Dhanbad.

AND

Their workmen

Appearances:

On behalf of the employers in relation to the management and Bharat Coking Coal Ltd. Shri S. S. Mukherjee, Advocate.

On behalf of the workmen:—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal

AWARD

Dhanbad, the 21st November, 1972.

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Jealgora Colliery of Messrs East Indian Coal Company Limited, Post office Jealgora, District Dhanbad and their workmen, by its order No. L/2012/22/71-LRII dated 18th March, 1971 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in

the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"whether the action of the management of Jealgora Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District, Dhanbad, in dismissing Shri Guffur, M. C. Loader, E. B. No. 43189, with effect from the 1st October, 1970 is justified? If not, to what relief the workman is entitled?"

2. Workmen as well as the employers filed their statement of demands. Employers also filed rejoinder to the statement of the workmen.

3. The affected workman, Guffur, M. C. Loader, E. B. No. 43189 was a workman in Jealgora colliery of Messrs East Indian Coal Co. Ltd., the employers. He was served with a charge-sheet dated 16th September, 1970 with the allegation that he had assaulted an underground mushi, Amullya on the head with the head piece moulding of the cap lamp causing serious bleeding injuries and that his act was a misconduct under rule 27 of the standing orders. On the same day the affected workman submitted explanation, denying the charge allegation and stating that Amullya himself assaulted him. A domestic enquiry was held in which the enquiry officer held the affected workman guilty and on the report of the enquiry officer the employers issued a letter on 1st October, 1970 dismissing the affected workman with immediate effect. These facts are not in dispute. The case of the employers is that the domestic enquiry was held in presence of the affected workman giving him full chance and opportunity to cross-examine the management's witnesses and also to produce his defence witnesses and that the domestic enquiry was proper and in accordance with the principles of natural justice. The employers justified dismissal of the affected workman from his service as he was guilty of serious misconduct. They further pleaded that there was no industrial dispute between them and the workmen. On behalf of the workmen a statement was filed stating that the domestic enquiry was a fake one, that no proper opportunity was given to the affected workman to defend himself and that no charge was proved against him to warrant his dismissal. They further stated that the affected workman was an active trade union worker and that his dismissal was against the principles of natural justice and illegal. The workmen further stated that after receiving the dismissal order the affected workman submitted a petition dated 7th October, 1970 to the Chief Mining Engineer demanding his reinstatement in service and that the union also took up the matter with the management for reinstatement of the affected workman, but to no avail. While the case was pending for receipt of document the colliery was taken over by the Government of India under the Jharia Coking Coal Mines (Emergency Provisions) Ordinance, 1971 and Coking Coal Mines (Emergency Provisions) Act, 1971 with effect from 17th October, 1971. On the application of the workmen, at first the custodian and the custodian general and then the Bharat Coking Coal Ltd. was impleaded a party. On behalf of the Bharat Coking Coal Ltd. a statement was filed adopting the statement of the employers and further pleading that there was no relationship of employer and employee between the Bharat Coking Coal Ltd. and the affected workman, that there was no industrial dispute between Bharat Coking Coal Ltd. and the workman and that the Bharat Coking Coal Ltd. was in no way liable or responsible for any act of the past management prior to the date of taking over of the colliery under the said Act. On admission by the workmen. Exts. M 1 to M 3 were marked for the employers. On behalf of the employers one witness was examined and Exts. M 4 and M 5 were marked. On behalf of the workmen 2 witnesses were examined and Exts. W. 1 and W. 2 were marked. No witnesses was examined and no document was marked on behalf of the Bharat Coking Coal Ltd.

4. Admittedly, the dismissal of the affected workman was as a result of a domestic enquiry, Ext. M 1 is the charge-sheet dated 16th September, 1970, alleging that the affected workman had assaulted an underground mushi, Amullya on the head with the head piece moulding of the cap lamp causing serious bleeding injuries. It is also not in dispute that the act complained of was a misconduct under rule 27 of the standing orders, Ext. M 3. It is only to be seen how for the domestic enquiry was correct and in accordance with the principles of natural justice. MW. 1. was the personnel

officer who had conducted the domestic enquiry. He says that the domestic enquiry was held and completed on 18th September, 1970, that the affected workman participated in it, that on behalf of the management four witnesses were examined and the affected workman cross-examined witnesses No. 2 and 3 but declined to cross-examine witnesses no. 1 and 4, that the personnel officer, MW. 1 had recorded the statements himself and explained them in Hindi and thereafter the affected workman affixed his LTI on the statements of the witnesses Nos. 1, 3 and 4 but declined to affix his LTI on the examination-in-chief on the statement of witness No. 2, that the affected workman gave his own statement and also examined two witnesses in his defence and that these two statements were also explained to the affected workman in Hindi and having acknowledged them to be correct the affected workman affixed his LTI on the statements. The enquiry proceedings are Ext. M 4 and the enquiry report is Ext. M 5. It is to be remembered that in the pleading no objection was taken that the affected workman was not allowed to cross-examine any of the management's witnesses. But in his evidence as WW. 1 the affected workman says that only one witness on behalf of the management was examined in the domestic enquiry and even on that one witness the affected workman was not allowed to cross-examine. In other words, he was not given opportunity of cross-examination at all in the domestic enquiry. If it was so, it appears rather strange that the plea should not be taken in the pleading, although in the pleading objection was taken regarding opportunity of examining defence witnesses. Exts. W. 1 and W. 2 are said to be letters dated 20th September, 1970 from the affected workman and dated 3rd October, 1970 from Ram Mitra, Secretary of the union to the agent of the colliery, respectively. In neither of these letters is there any mention that only one witness for the management was examined and the affected workman was not permitted to cross-examine that witness in the domestic enquiry. The affected workman, WW. 1 says that he went to Ram Mitra on 20th September, 1970, two days after the domestic enquiry told him about the enquiry and that Ext. W. 1 was typed by Ram Mitra himself. The inference is that the plea regarding the cross-examination is an after thought and the workmen decided to take it only at the stage of evidence. Each of the statements of the witnesses examined in the domestic enquiry shows whether the affected workman cross-examined the witness or not. The statements of management witnesses No. 2 and 3 show that the affected workman had cross-examined them. These two statements also bear LTI of the affected workman. The statements of witnesses No. 1 and 4 show that the affected workman declined to cross-examine the witnesses. These statements also contain the LTIs of the affected workman. On this material I am not inclined to believe the bare evidence of the affected workman, WW. 1. In their statement the workmen had pleaded that no proper opportunity was given to the affected workman to defend himself. According to the affected workman, WW. 1 he had 4 witnesses to examine in his defence and after examining two, Jagdeo Passi and Bhuku Gorain, the enquiry officer asked the affected workman to go away saying that it was not necessary and nothing would happen against him. Names of the remaining two witnesses were not mentioned in either Ext. W. 1 or Ext. W. 2. The affected workman, WW. 1 says that he had told Ram Mitra on 20th September, 1970 itself that the enquiry officer had not taken evidence of Chand Majhi and Kalipodo. Ram Mitra who is the Secretary of Bihar Koyala Mazdoor Sabha, who had complained to the Assistant Labour Commissioner(C) regarding dismissal of the affected workman, who is said to have drafted and typed Ext. W. 1 on behalf of the affected workman, who is also said to have sent the letter Ext. W. 2 in respect of dismissal of the affected workman, who is said to have seen the agent of the colliery in connection with the dismissal of the affected workman and who has conducted the case on behalf of the workmen, examined himself as WW. 2. He says that he had not mentioned names of the two witnesses who were refused to be examined by MW. 1, in his complaint to the Assistant Labour Commissioner(C). He has admitted that he had not mentioned Ext. W. 1 in the complaint. In the domestic enquiry, admittedly, the statement of the affected workman and the statement of his two defence witnesses, Bhuku and Jagdeo were recorded and they are at pages from 14 to 19 of Ext. M. 4. At page 19 there is the endorsement of the enquiry officer, MW. 1 that the affected workman declined to adduce any more defence witnesses and under the endorsement there is the LTI of the affected workman and this LTI is admitted by the affected workman, WW. 1. There is no complaint that the

statements were not read over or explained in Hindi before the affected workman affixed his LTIs on them. In this view of the matter the workmen cannot be believed that the enquiry officer, MW. 1 had refused to record statements of two more defence witnesses when he had already recorded statements of two witnesses. No motive is attributed to the enquiry officer, MW. 1 for not permitting the affected workman to cross-examine the management's witnesses or to examine two more defence witnesses. Neither of these two witnesses is produced before this Tribunal to support the affected workman. Hence, I do not find any substance in this plea. Thus, the objections taken against the domestic enquiry cannot sustain. I hold the domestic enquiry as proper and in accordance with the principles of natural justice.

5. It is now to be seen, in view of S. 11A of the Industrial Disputes Act, 1947 whether the evidence before the domestic enquiry justifies the report of the enquiry officer, Ext. M 5, holding the affected workman guilty of the charge. From the evidence of the management's witness and of the defence witnesses it emerges that at 7 A.M. on 16th September, 1970, 10 empty tubs were lowered in 14 seam North Section. There were four gangs of miners. The underground munshi, Amullya divided the tubs as following—(a) group of Ramdhani 8 heads—3 tubs, (b) Bahaduri's gang 4 heads—2 tubs, (c) gang of the affected workman 10 heads—4 tubs and (d) one tub was allotted to two pick miners viz. Ramjan and Chhabinath. The affected workman wanted to load 5 tubs by his gang and the underground munshi, Amullya insisted that they should load only 4 tubs leaving the 5th to be loaded by the two pick miners. On this dispute arose between the affected workman and the underground trammer, Amullya. These facts are not disputed. According to the management the affected workman assaulted the underground munshi, Amullya causing bleeding injury and the affected workman denied it. The first witness of the management was the underground munshi, Amullya. His evidence is that the affected workman had hit him with the cap lamp on his head and near the lower portion of his left ear causing bleeding. According to him Ramjan and Chhabinath caught hold of the affected workman and stopped him from any more violence and they took Amullya to the overman H. P. Singh. Amullya had also produced a certificate from the senior medical officer. The endorsement of the enquiry officer is that he had admitted the medical certificate submitted by Amullya in the enquiry proceedings in presence of the affected workman. The endorsement bears the LTI of the affected workman. Next witness of the management was Chhabinath. He deposed that the affected workman insisted that his gang would load 5 tubs instead of 4 allotted to his gang, that the affected workman and Amullya started arguing and they collided with each other, that the affected workman caught Amullya and started heating him with the cap lamp on the head and Amullya started bleeding, that Ramjan caught the affected workman and stopped him from further assault to Amullya, and he (Chhabinath) also caught the cap lamp in the hand of the affected workman and that himself and Ramjan took Amullya to H. P. Singh. The third witness of the management was Ramjan. According to him he was at the buffer end cutting coal when he heard some argument between the affected workman and Amullya. He enquired from Chhabinath what the argument was about. Then he came to the place of incident and saw Amullya bleeding. He separated Amullya and the affected workman by holding the affected workman. Thereafter he and Chhabinath took Amullya to H. P. Singh. H. P. Singh was examined as the fourth and last witness of the management. He deposed that Chhabinath and Ramjan came to him along with Amullya when he saw Amullya bleeding on the head. He enquired from Amullya and the pick miners and they told him that the affected workman had assaulted Amullya with head piece moulding of the cap lamp. He further stated that when he asked him the affected workman said that he had assaulted Amullya because of less supply of tubs to his gang. I find nothing in the evidence of these 4 witnesses not to believe that the affected workman had caused a bleeding injury on the head of Amullya with the cap lamp. The affected workman stated before the domestic enquiry in his evidence that he threw his basket of coal towards the tub and Amullya was injured and then Chhabinath and Ramjan arrived there and separated him and Amullya. He also conceded that H. P. Singh afterwards asked him why he had assaulted Amullya. The defence witness Bhuku deposed that the affected workman was hit by Amullya and that he did not see Amullya bleeding. This evidence is contrary to the evidence of the affected workman himself. The other defence witness Jagdeo said that he was resting at a

place at a distance of about 300 feet from the place of occurrence and that he heard Amullya saying to the affected workman that one tub should be given to the pick miners and the affected workman was refusing it. He also deposed that Amullya started assaulting the affected workman with his helmet, that Ramjan came running and separated the affected workman and Amullya and that he (Jagdeo) went back to his place. He says that he did not see either Amullya or the affected workman injured. His evidence also is of no avail to the affected workman. On this evidence there is no scope to hold that the finding of the enquiry officer was incorrect. The evidence of the management was not rebutted by the defence evidence to any extent. On the other hand the evidence of the management finds support in the defence evidence. I find that the finding of the enquiry officer was proper. Under clause 5 of Rule 27 of the standing orders, Ext. M 3, drunkenness, fighting, riotous or disorderly or indecent behaviour constitutes misconduct for which an employee is liable to be dismissed. Under clause 4 of Regulation 38 of the Coal Mines Regulation, 1957, while on duty a workman is prohibited from throwing any stone or missile with intent to cause injury, or light or behave in a violent manner and under clause 10 of Regulation 41 the management can suspend or take such disciplinary action against any employee for contravention of any of the provisions of the Mines Act, Coal Mines Regulations or orders made therein. Under Clause 19 of Rule 27 of the standing orders, Ext. M 3 any breach of the Mines Act or any other Act, or of any Rules or bye-laws therein or of standing orders is also a misconduct. The affected workman has assaulted and caused a bleeding injury to an employee superior in rank and, as such the offence calls for deterrent punishment.

6. As on the merit itself I find the case of the workmen without substance, no useful purpose would be served in going into legal objection raised by the employers or objections pleaded by the Bharat Coking Coal Ltd.

7. As a result of my above discussion, I find that the action of the management of Jealgora colliery of Messrs East Indian Coal Company Limited, Post office Jealgora, district Dhanbad, in dismissing the affected workman, Gullur, M. C. Loader, E. B. No. 43189, with effect from the 1st October, 1970 was justified and, consequently he is not entitled to any relief. The award is made accordingly and submitted under S. 15 of the Industrial Disputes Act, 1947.

N. VENKATA RAO, Presiding Officer,

New Delhi, the 29th November, 1972

S.O. 4090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Kustore Colliery of Messrs Raneeunge Coal Association Limited, Post Office Kustore, District Dhanbad and their workmen, which was received by the Central Government on the 21st November, 1972.

AWARD

[No. 2/100/70-LRII.]

KARNAIL SINGH, Under Secy.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD

PRESENT

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 10 OF 1971

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

Parties :

Employers in relation to the management of Kustore Colliery of Messrs Raneegunge Coal Association Limited, Post office Kustore, District Dhanbad.

AND

Their workmen.

Appearances:

On behalf of the employers in relation to the management of Kustore Colliery:—Shri P. K. Bose, Advocate.

On behalf of the Bharat Coking Coal Ltd.:—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen:—Shri S. P. Singh, General Secretary, Khan Mazdoor Congress.

State : Bihar.

Industry : Coal.

Dhanbad, 18th November, 1972.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kustore Colliery of Messrs Raneegunge Coal Association Limited, Post Office Kustore, District Dhanbad and their workmen, by its order No. 2/100/70-LRII dated 19th December, 1970 referred to this Tribunal under S. 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

"1. Whether the action of the management of Kustore Colliery of Messrs Raneegunge Coal Association Limited, Post office Kustore, District Dhanbad, in terminating the services of the following workmen with effect from the 19th February, 1970 is justified? To what relief, if any, are the said workmen entitled?

S. No.	Name of the workmen	Designation.
1.	Shri Bhairo Singh	Tyndel Mazdoor
2.	Shri Jageshwar Singh	Tyndel Mazdoor
3.	Shri Chandradeo Singh	Tyndel Mazdoor
4.	Shri Bindeswar Singh	Tyndel Mazdoor
5.	Shri Bhuneswar Singh	Tyndel Mazdoor
6.	Shri Ram Kailash Singh	Tyndel Mazdoor
7.	Shri Md. Sultan	Tyndel Mazdoor
8.	Shri Md. Ismail	Tyndel Mazdoor
9.	Shri Md. Hanif	Tyndel Mazdoor
10.	Shri Md. Usman Ali	Tyndel Mazdoor

2. Whether the action of the management of Kustore Colliery of Messrs Raneegunge Coal Association Limited, Post office Kustore, District Dhanbad, in not allowing Shri Misri Harijan Loader on work with effect from the 19th February, 1970 is justified? If not, to what relief is the workman entitled?

3. Whether the action of the management of Kustore Colliery of Messrs Raneegunge Coal Association Limited, Post office Kustore, District Dhanbad, in rendering the following workmen idle for the period mentioned against each is justified? If not to what relief are the workmen entitled?

S. No.	Name and designation	Period of idleness
1.	Shri Ganga Ahir, Trammer	5-2-1970 to 31-3-1970
2.	Shri Radha Kishun Ahir, Trammer	5-2-1970 to 3-4-1970"

2. In item 2 of the Schedule of the workman, Shri Misri Harijan was described as "loader" but the designation is corrected as "trammer" by the Central Government by its order dated 5th July, 1971. Employers as well as the workmen filed their statement of demands. While the case was pending for receiving documents the colliery was taken over by the Government of India under the Jharia Coking Coal Mines (Emergency Provisions) Ordinance, 1971 and Coking Coal Mines (Emergency Provisions) Act, 1971. On the application of the workmen, at first the custodian and the custodian general and then the Bharat Coking Coal Ltd. was impleaded a party. On behalf of the Bharat Coking Coal Limited also a statement was filed adopting the statement filed by the employers and further pleading that there did not exist any relationship of employer and employees between the Bharat Coking Coal Ltd. and the affected workmen, that no industrial dispute was raised with the Bharat Coking Coal Ltd. and that the Bharat Coking Coal Ltd. is in no way liable or responsible for any act of the employers (previous management) prior to the date of taking over of the colliery.

3. The schedule of reference consists of 3 items, the first item relates to termination of services of 10 tyndel mazdoors, item 2 to not allowing Misri Harijan, trammer on work with effect from 19th February, 1970 and item 3 to rendering idle two more trammers, Ganga Ahir and Radha Kishun Ahir from 5th February, 1970 to 31st March, 1970 and 3rd April, 1970, respectively. According to the employers none of the 10 workmen mentioned in item 1 of the schedule of reference was an employee under them, that the workman Misri Harijan referred to in item 2 in the schedule of reference absented unauthorisedly from 19th February, 1970 and later submitted his resignation and that the two workmen, Ganga Ahir and Radha Kishun Ahir mentioned in item 3 of the schedule of reference absented from colliery apprehending arrest by the police. Hence, none of the affected workmen was entitled to any relief. Besides, the employers have taken a legal objection that the present reference is not legally maintainable on two grounds viz. that no dispute was raised by any of the affected workmen or any union on their behalf with the employers at any time and that the union Khan Mazdoor Congress sponsoring the dispute was neither the recognised nor representative union of the colliery. The workmen have pleaded that the 10 workmen mentioned in item 1 of the schedule were working in the colliery as tyndel mazdoors on a total wage of Rs. 3/- per day inspite of the wage board recommendations, that they filed a claim application under S. 33C(2) of the Industrial Disputes Act, 1947 for the difference in wages and that the employers having come to know of the claim application became furious and removed all the 10 affected workmen from their service with effect from 19th February, 1970. Regarding the affected workman Misri Harijan mentioned in item 2 of the schedule the workmen have stated that he was stopped from work from 19th February 1970 and regarding the two workmen Ganga Ahir and Radha Kishun Ahir mentioned in item 3 of the schedule the case of the workmen is that the management issued charge-sheets and kept them under suspension from 5th February, 1970 to 31st March, 1970 and 3rd April 1970 respectively without any enquiry. According to the workmen the employers victimised the affected workmen to create a sense of terror among the workmen of the colliery for their becoming members of Khan Mazdoor Congress. Thus, the action taken by the employers against the affected workmen was illegal and unjustified. The employers were represented by Shri P. K. Bose, Advocate, Bharat Coking Coal Ltd. by Shri S. S. Mukherjee, Advocate and the workmen by Shri S. P. Singh, General Secretary, Khan Mazdoor Congress. On admission by the workmen, Exts. M1 to M3 for the employers and on admission by the employers, Exts. W.1 and W.2 for the workmen were marked. On behalf of the employers 2 witnesses were examined and Exts. M4 to M22 and W.3 and W.4 were marked. On behalf of the workmen 6 witnesses were examined and Exts. W.5 to W.29 were marked. No witness was examined and no document was marked by the Bharat Coking Coal Ltd. On 15th September, 1972 Shri S. P. Singh, the learned representative of the workmen filed a memo stating that the union has decided not to press the dispute mentioned in item 2 of the schedule of reference. Hence, items 1 and 3 of the schedule of reference alone call for adjudication.

4. Item 1 of the schedule of reference relates to the termination of services of the 10 tyndel mazdoors. According to the employers none of them was their employee and

they were employees of a contractor and the contractor had appointed them and was paying them the wages. The employers pointed out that on behalf of the 10 affected workmen and others the union filed a speculative claim under S. 33C(2) of the Industrial Disputes Act, 1947, being L.C. No. 15/70 in order to establish indirectly employees and employer relationship between the applicants and the employers and at a later stage withdrew the claim application. Though the order of reference shows that the 10 were workmen as tyndel mazdoors at the colliery it is not clearly stated that they were employees of the employers. The failure report accompanying the order of reference shows that before the Assistant Labour Commissioner (C) (V) Dhanbad also the employers had denied the relationship and had pleaded that the affected workmen were working under the contractor, Baksi Singh and the contractor was responsible for upkeep of the attendance of the affected workmen and payments to them. In order to ascertain the real dispute pleadings of parties required to be considered. In view of the pleadings the burden was lying on the workmen to establish the relationship of employees and employers between them and the employers, before proceeding further. Out of the 10 affected workmen, affected workmen Nos. 1, 10 and 3 are examined respectively as WWs 1, 2 & 3. Admittedly, none of the 10 affected workmen was appointed by a written order or on a written application. No document is produced to show that services of the affected workmen were terminated by the employers. WW. 1 has referred to Exts. W. 5 to W. 15 Ext. W. 5 is an injury slip. In para 9 of their statement the employers had pleaded that the employees of the colliery, including the contractor's employees and their dependants are given treatment in the dispensary and hospital of the employers. WW. 1 also conceded that every workman, whether permanent or temporary, employed under a contractor or employed directly by the colliery was admitted to the hospital on the injury slip given by the engineer. So, the injury slip, Ext. W. 5 does not go to show that the affected workman No. 1 was a direct employee under the employers and not an employee of the contractor as pleaded by the employers. Exts. W. 6 to W. 14 are said to be the requisition slips given to the affected workman No. 1 while receiving the materials from the stores. They do not show that they had authorised the affected workman No. 1 to receive the materials. The affected workman No. 1 deposed and Shri S. P. Singh the representative of the workmen argued that they bear signatures of the affected workman No. 1 and as such he must be presumed to have received the materials. In that case the requisition slips are not expected to be in possession of the affected workman. The affected workman, WW. 1 conceded that they had to be delivered to the engineer. But he tried to explain that because the engineer was not available these requisition slips remained with him. In some of the requisition slips there are signatures of some other persons under the space "received by" WW. 1 says that he could not say whose signatures are there on Ext. W. 7, apart from his signature. Some of the requisition slips have the rubber stamp of the record section on their reverse as conceded by WW. 2. The case of the employers is that these requisition slips are stolen by the affected workman from the record room and having put his signature he produced them in the court. With a reference to Ext. W. 15, WW. 1 says that he has brought it from the office godown where several such papers are lying, without permission of anyone. Shri P. K. Bose, the learned Advocate for the employers has pointed out that several of the requisition vouchers are torn at a particular place showing that they were grabbed from a file or wire. According to WW. 1 these requisition slips were signed by the engineer, D. P. Singh and it was D. P. Singh who distributed the work among the tyndel mazdoors and not the manager. The injury slip, Ext. W. 5 is also said to have been signed by the engineer. Thus, D. P. Singh, engineer could have been a proper person to speak about Ext. W. 5 to Ext. W. 14. No attempt is made to summon him. WW. 2 has produced 2 and WW. 3 1 such requisition slips, Exts. W. 16, W. 17 and W. 19 and the above criticism applies to them also. WW. 2 has produced a certificate, Ext. W. 18, marked for identification. It is said to be signed by the engineer D. P. Singh. But no one proved the signature. WW. 3 has also produced an injury slip and it also goes unidentified. WWs 1 & 2 have referred to a book, Ext. W. 15 saying that the work turned out by them is mentioned in it. But no where in the book could I find the name of either of them nor Shri S. P. Singh could point it out. It is an admitted case of the workmen that while the affected workmen were being paid a total wage of Rs. 3/- only other tyndels working in

the colliery were drawing Rs. 49/- or Rs. 50/- per week in addition to provident fund, leave wages, train fare, bonus etc. WW. 1 has conceded that 4 tyndel mazdoors were drawing higher wages as above. According to the workmen, WW. 1 was appointed in 1967 and WW. 2 in 1964-65. No date of appointment is spoken to by WW. 3. It is not known how they accepted a total wage of Rs. 3/- per day while other tyndels in the same colliery were drawing higher wages and other benefits, and why the affected workmen and their union kept quiet for such a long time. It is in the evidence of WW. 2 that the wages of the affected workmen were not being paid from the same window from which the wages of other workmen of the colliery were being paid and the affected workmen were being paid at a different place. There is no explanation for this discrimination. At the request of the applicants the employers have produced 11 attendance registers, Exts. M 7 to M 17, 26 time rated wage sheets, Ext. M 18 and 4 monthly wage sheets of C.R.O., Ext. M 19. All of them relate to the material period. No attempt is made to show names of the workmen in any of them. On behalf of the employers the contractor, Baksi Singh is examined as MW. 2. He deposed that he was supplying tyndal mazdoors to the colliery as required, getting the money from the colliery and distributing wages to the mazdoors and that all the 10 affected workmen were employed by him. In the cross-examination he has pointed out that as a contractor he was getting Rs. 3.25 per head from the management and was paying Rs. 3/- per head to the tyndel mazdoors and thus, was making a profit of 00.25 paise per head. MW. 1 is the personnel officer of the colliery. He has proved the 15 vouchers in respect of amounts paid to Bakshi Singh in his capacity as the contractor. There is no evidence in rebuttal, although MW. 1 was examined as the first witness in the case. On this material it is difficult to connect the 10 affected workmen with the employers or to establish relationship between them and the employers of employees and employer. Consequently, the 10 affected workmen are not entitled to reinstatement or any other relief.

5. Item 3 of the schedule of reference relates to the employer rendering idle the two workmen Ganga Ahir and Radha Kishun Ahir from 5th February, 1970 to 31st March, 1970 and 3rd April, 1970, respectively. Admittedly, the two affected workmen were served with charge-sheets of the same date, Exts. M 2 and M 2(a) dated 30th January, 1970 (the same as Exts. W. 21 and W. 24). These are admitted documents. It was alleged in the charge-sheets that on 29th January, 1970 at about 10.30 A.M. in the C.R.O. camp the two affected workmen and one other participated in fighting and assaulted one Ram Gohan Ahir with a stick and thus had violated S. 27(e) of the standing orders. The charge sheets also mentioned that the affected workmen were suspended pending enquiry. The case of the workmen is that the two affected workmen were suspended from 5th February, 1970 and the affected workman, Ganga Ahir remained suspended upto 31st March, 1970 and the affected workman Radha Kishun Ahir upto 3rd April, 1970. Having admitted the issue of the charge-sheets, the employers stated that they did not keep the two affected workmen under suspension, that in view of the criminal case relating to the assault the management refrained from pursuing the charge-sheets, that in order to avoid arrest by the police the two affected workmen absconded from the colliery keeping themselves away from work and that they were provided with work as and when they returned to the colliery and asked for it. To the charge-sheets the two affected workmen submitted their explanations on 5th February, 1970 and the explanations are respectively, Exts. M 3 and M 3(a). The two explanations are same in content and they are carbon copies. They are admitted by the workmen. It is stated in them that the incident referred to was not related to the colliery and was not connected with the functions of the colliery and that it was beyond the authority of the colliery. It is also stated that Ram Gohan Ahir had taken the matter to the police and court and thus, the matter was within the competence of the court and it was not advisable to state their defence. From these admitted documents, the incident alleged in the charge sheets appears to be true, though in their depositions the two affected workmen, WW 4 and WW 5 have denied their knowledge about the incident altogether. Admittedly, both the affected workmen were C.R.O. labour and were living in the camp of the organisation. According to the charge sheets occurrence of assaulting Ram Gohan Ahir took place in the camp. On their own showing through Exts. M 3 and M 3(a) the police had taken up the case. The evidence of the two affected work-

men, WW. 4 and WW. 5 has to be considered in view of these admitted documents. Though the charge-sheets were dated 30th January, 1970 and stated that the two affected workmen were suspended pending enquiry, the case of the employers is that they had not implemented the suspension order. As pleaded by the workmen, as shown by the reference and as spoken to by the two affected workmen, WW. 4 and WW. 5 the order of suspension was not implemented till 5th February, 1970. So, non-implementation of the order of suspension upto 5-2-1970 is admitted. It is not shown by the workmen what was the reason or occasion for the two affected workmen to be suspended from 5th February, 1970 though the order of suspension was from 30th January, 1970. No written order is produced and there is no oral evidence to explain. WW. 4 says that in the camp supply of food was stopped after 10 days of his becoming idle and after the 10 days he was having his food with his acquaintances who were living in the quarters. But according to WW. 5 he was having his food at the camp itself through out the period of his idleness, although he was not paying any money to the camp. Though he knows WW. 4 and also knows that he too was under suspension and was seeing him everyday, he says that he did not ask where WW. 4 was having his food. The discrepancy apart, it is not believable that WW. 5 should not know where WW. 4 was taking his food if he was continuing to live in the colliery. Further, WW. 4 according to the reference resumed duty on 31st March, 1970 and WW. 5 on 3rd April, 1970. They have not stated under what circumstances the order of suspension was revoked and they were permitted to resume duty. WW. 5 has in his evidence that, though both of them were suspended simultaneously they did not go for work together and WW. 4 joined duty earlier. He says that he joined duty late because the welfare officer was not available and he got a slip to resume duty. The slip is not produced. The suggestion of the employers is that both the affected workmen were absconding and they were permitted to resume duty as and when they chose to come back. The material discussed by me above highly probalises as true the case of the employers that the two affected workmen were absconding owing to fear of police and as and when they returned they were permitted to resume duty. For these reasons, I find that the two affected workmen also are not entitled to any relief.

6. On merit itself none of the affected workmen is entitled to any relief and, as such no useful purpose will be served by my dealing with the legal objection taken by the employers and the objections pleaded by the Bharat Coking Coal Ltd.

7. I, therefore, find that the action of the management of Kustore Colliery of Messrs Raneeunge Coal Association Ltd. Post office Kustore, district Dhanbad in terminating the services of the 10 tyndel mazdoors mentioned in item 2 on work with effect from 19th February, 1970 and rendering idle the two workmen mentioned in item 3 of the reference was justified and consequently, none of the affected workmen is entitled to any relief. The award is made accordingly and submitted under S. 15 of the Industrial Disputes Act, 1947.

N. VENKATA RAO, Presiding Officer,
Central Government Industrial Tribunal (No. 2)
Dhanbad.

New Delhi, the 30th November, 1972

S.O. 4091.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri T. T. Tayade, Deputy Chief Labour Commissioner (Central), New Delhi Arbitrator in the industrial dispute between the employers in relation to the management of Pench Valley Coal Company Limited and Amalgamated Coalfields Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh), and their workmen, which was received by the Central Government on the 24th November, 1972.

[No. L/2213/3/71-LRIL.]

KARNAIL SINGH, Under Secy.

In the matter of arbitration under Section 10 A of the Industrial Disputes Act, 1947 in the dispute between the management of Pench Valley Coal Company Limited & Amalgamated Coalfields Limited and their workmen represented by Bharatiya Koyala Khadan Mazdoor Sangh, Chanda-metta.

PRESENT

(Shri T. T. Tayde)

Deputy Chief Labour Commissioner (Central) & Arbitrator
Representing the Management —

Shri S. D. Singh } Personnel Officers, Pench Valley Coal
& } Co. Ltd., & Amalgamated Coalfields
Shri R. K. Mehta } Ltd., Parasia.

Representing the workmen —

Shri B. K. Tiwari } General Secretary & Secretary, Bharatiya
& } Koyala Khadan Mazdoor Sangh, Chanda-
Shri Gangadin } metta.

AWARD

The 23rd November, 1972

By an agreement dt. 29-10-1971, the management of the above coal companies and the above union agreed to refer the following dispute for my arbitration under section 10 A of the I. D. Act, 1947 :—

"Whether the action of the management of Datla West, Eklehra and North Chandametta Collieries of M/s. Pench Valley Coal Company Ltd; and M/s. Amalgamated Coalfields Ltd; in placing the following workmen in categories as shown against each, after implementation of the recommendations of Central Wage Board for Coal-Mining Industry is justified? If not to what relief are they entitled?"

1. Shri R. C. Chakravarty, Helper,
Datla West Colliery — Cat. II.
2. Shri Noorkhan, Electric Fitter,
Eklehra Colliery. — Cat. IV.
3. Shri Chintaman, Electric Helper,
North Chandametta Colliery — Cat. II.
4. Shri Santa Prasad, Electric Helper,
North Chandametta Colliery — Cat. II.
5. Shri Surju, Electrician,
Datla West Colliery — Cat. V."

The said arbitration agreement was published vide Government of India, Ministry of Labour & Rehabilitation, Deptt. of Labour & Employment Notification No. L/2213/3/71-LR. II dated 25-11-1971. Under the agreement I was to give my award within 90 days but by mutual agreement entered into between the parties in writing, the date for giving the award was extended from time to time and finally up to 90 days from 27th August, 1972.

After receipt of the written statement from the management and the union and the rejoinder from the management, I heard the parties in the Office of the Assistant Labour Commissioner (Central), Chhindwara on 26th April, 1972 and 18th July, 1972. Thereafter the parties were requested to attend the hearing on 21st & 22nd July 72 and on 18th & 19th October, 1972 in the Office of the Regional Labour Commissioner (Central), Jabalpur but the union neither attended the hearing nor sent any intimation. I am, therefore, giving this award based on written statements of the parties rejoinder of the management and the statement made before me during the first two hearing.

As regards the case of Shri R. C. Chakravarty, the union stated that he was working as electric helper till 1962 and thereafter as lamp fitter for five years. The union pleaded that since he was doing the job of lamp fitter as described on page 48—Appendix 5 of volume II of the Wage Board recommendation at the time of implementation of the Wage Board's recommendations, he should have been designated as lamp fitter and placed in category V but instead of that he was designated as electric helper and placed in category II. The management, however, contended that prior to implementation of the recommendation of the Wage Board, he was working as lamp room attendant in old category III of the Mazumdar Award. While implementing the wage Board's recommendations, he was placed in category II as electric helper. Thereafter the recognised union, namely the M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) Chandametta raised a dispute over the reorganisation of the entire lamp-room set up and the matter was settled under the conciliation settlement dt. 20-7-1970. They pleaded that under the aforesaid conciliation settlement, the workman who was working as lamp room attendant, in old category III was correctly placed in a new category II as electric helper.

As stated by the management, it is correct that as per conciliation settlement dt. 20-7-1970 arrived at between the management and the M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC—recognised) the staff employed in the Lamp rooms attached to the coalmines of the above referred two companies was reorganised and a settlement in question is binding on the parties under section 18(3) and 19(2) of the I. D. Act and as such the union is precluded from reopening the issue of recategorisation of Shri R. C. Chakravarty. If the workman was not fixed in the appropriate category to which he is entitled to on the basis of the work done by him under the aforesaid settlement, the remedy is still open to him under section 33 C (2) of the I. D. Act.

As regards Shri Noor Khan, the representations of the union stated that other electricians who had been performing similar nature of jobs were placed in higher category whereas Shri Noor Khan was placed in category IV only. They further pleaded that since he was performing the duties of an electrician independently, he should be placed in category VI with retrospective effect from the date on which the Wage Board's recommendations have been implemented by the management, i.e., from 15-8-1967. The representatives of the management stated that Shri Noorkhan was working as electric fitter in category IV of the Mazumdar award and while implementing the wage boards recommendation, he was properly placed in category IV as per the directions given in Vol. II—Appendix V—Page 47—Item 22 in which it has been clearly stated that all electricians in existing category IV should be placed in new category IV. In view of these clear directions given in the wage board's recommendations, there is no justification for the union to agitate over the issue of recategorisation of Shri Noorkhan.

As regards S/Shri Chintaman & Shanta Prasad, Electric Helpers, the representatives of the union stated that in the record the management has shown them as Electric helpers though they have been working as electric fitters for the last 4-5 years and though they have been paid the difference of wages between category II and V. They argued that since they possessed all qualifications and experience required for the post of electric fitter, they should be placed in category V instead of category II. The representative of the management stated that S/Shri Chintaman & Shanta Prasad were working as electric helpers in the old category III of the Mazumdar award and they were correctly placed in category II prescribed by the coal Wage Board for electric helpers. They also expressed their ignorance that they were looking after the shifts independently and added that nowhere it is mentioned in the recommendations of the Coal Wage Board that persons looking after the shifts independently should be placed in category V. They also denied that they were getting the difference of wages between category II and category V as alleged by the union. Since the workmen concerned were correctly placed in category II while implementing the wage Board's recommendation, there is no justification for the union to agitate on this issue at this stage especially when the management had implemented the Wage Board's recommendations sometime at the end of the year 1967. The union also failed to produce any evidence in support of

their contention that they were looking after the shift independently or they were getting the difference of wages between category II and V as alleged by the union.

As regards Shri Surju, the representatives of the union stated that he was required to write daily log book in compliance with the electric rules. They further pointed out that prior to the implementation of the Central Wage Board recommendation, he was getting wages of category IX and as such as per direction of the Central Wage Board for coal-mining industry he ought to have been placed in category VI or grade 'B' (Technical & Supervisory). The representative of the union, therefore, demanded that he should be placed either in category VI or grade 'B' (Technical & Supervisory) with retrospective effect from 15-8-67. The representative of the management stated that Shri Surju was working as Electrical fitter/Electrician and as such he was rightly placed in category V of the coal Wage Board's recommendation. They also pleaded that category VI was allowed only to the electrician attached to the workshop of the colliery and not to the electricians employed in the colliery. They further argued that before the implementation of the coal Wage Board's recommendation, he was in company grade which was not covered by the old award and since they wanted to bring uniformity in the wage structures, they placed him in category V which is the proper category for him looking to the nature of duty performed by him. Shri Surju was in receipt of a basic pay of Rs. 100/- per month in company's grade prior to the implementation of the Wage Board recommendation and since this salary which he was in receipt of was already more than the wages prescribed for category IX under the Mazumdar Award and as such as per direction of the wage board recommendation contained in Volume II—Appendix-V—page 50 wherein it has been stated that all existing electricians in old category IX should be placed in new category VI, he should have been placed in category VI new instead of V.

I, therefore, direct that Shri Surju be placed in category VI with retrospective effect from 15-8-1967 and also be given additional increments based on his length of service. The amount that may become due to him should also be paid within one month from the date on which this award becomes enforceable.

This is my award and the reference for my arbitration thus stands disposed of.

[No. J81/1(7)/71-Con.I (job)]

T. T. TAYADE, Dy. Chief Labour Comm.
(Central) & Arbitrator.

New Delhi, the 30th November, 1972

S.O. 4092.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri T. T. Tayade, Deputy Chief Labour Commissioner (Central), New Delhi, Arbitrator in the industrial dispute between the employers in relation to the management of Pench Valley Coal Company Limited and Amalgamated Coalfields Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 24th November, 1972.

[No. L/2213/4/71-LRII.]
KARNAIL SINGH, Under Secy.

In the matter of arbitration under section 10A of the Industrial Disputes Act, 1947 in the dispute between the management of Pench Valley Coal Company Limited & Amalgamated Coalfields Limited, Parasia, District Chhindwara, M.P. and their workmen represented by Bharatiya Koyala Khadan Mazdoor Sangh, Chandametta.

PRESENT

(Shri T. T. Tayade)

Deputy Chief Labour Commissioner (Central) & Arbitrator
Representing the Management—

Shri S. D. Singh

&

Shri R. K. Mehta,

Personnel Officers, Pench Valley Coal
Co. Ltd., & Amalgamated Coalfields Ltd.,
Parasia.

Representing the workmen—

Shri B. K. Tiwari } General Secretary & Secretary,
 & Bharatiya Koyala Khadan Mazdoor
 Shri Gangadin } Sangh, Chandametta.

AWARD

The 24th, November, 1972

By an agreement dt. 29-10-1971, the management of the above coal companies and the above union agreed to refer the following dispute for my arbitration under section 10 A of the I. D. Act, 1947.

"Whether the 127 workmen employed in Bhamori, North Chandametta, Eklehra East Donger Chickli and Barkui collieries belonging to the Amalgamated Coalfields Ltd., Pench Valley Coal Company Ltd., Parasia as mentioned in the Schedule annexed hereto, have been properly categorised and adjusted in the New Scales as per the recommendations of the Central Wage Board for Coal Mining Industry? If Not, to what relief are the workmen entitled?"

The said arbitration agreement was published vide Govt. of India, Ministry of Labour & Rehabilitation, Department of Labour & Employment Notification No. L/2213/4/71-LR. II dt. 25-11-1971. Under the agreement I was to give my award within 90 days but by mutual agreement entered into between the parties, the date for giving the award was

Bhamori Colliery :

Sl. No.	Name of the Worker	Designation	Category/Grade & pay fixed from 15-8-67	Relief given if any — Remark
1	2	3	4	5
1.	Ram Singh	Dresser	III/Rs. 5-90	Under the conciliation settlement dt. 26-10-71 dressers were placed in cat. IV raising their pay to Rs. 6-90 from 15-8-71. In view of this, union agreed to eliminate them from the scope of arbitration as per the discussion held on 25-4-72.
2.	Rajwa	Dresser	III/Rs. 5-90	Do.
3.	Khulil	CCM Helper	III/Rs. 6-05	Category & pay fixed correctly.
4.	Prabudan	H. Khalasi	IV/Rs. 6-90	Category allowed is correct but not given increment for the past service. He is entitled for two additional increments from 15-8-67.
5.	Laxman	Do.	Do.	Category allowed is correct but not given increment for the past service. He is entitled for one additional increment from 15-8-67 on the basis of his length of service.
6.	Pekhalal	Do.	III/Rs. 6-05	Category allowed is correct but not given proper increments for the past service. He is entitled for one additional increment from 15-8-67.
7.	Bhaiyalal	Do.	Do.	Category & pay fixed correctly.
8.	Sundarlal	Do.	Do.	Do.
9.	Chedilal	Do.	IV/Rs. 6-90	Category is correct but not given increment for the past service. He is entitled for one additional increment from 15-8-67.

extended from time to time and finally up to 90 days from 27th August, 1972.

After receipt of written statement from the management and the union, I heard the parties in the office of the Assistant Labour Commissioner (Central), Chhindwara on 25th & 26th April, 1972. During the discussion held on 25th April, 1972, it was agreed to eliminate the cases of dressers from the scope of my arbitration as they were already settled under the conciliation settlement dt. 26-10-1971 under which it was agreed to change their designation as "Driller-cum-Dressers" and put them in category IV w.e.f. 15-8-1971. Copy of the minutes of the discussion held in this regard on 25th April, 1972 is enclosed herewith.

During the discussions held on 25th and 26th April 1972, the parties also agreed to furnish written documents in respect of their statements. According to the management did submit relevant copies of the settlement and the letters issued in respect of the cases of some workers which they had themselves settled. The union also submitted some documents like authorisation letters issued by the management in favour of some workers. Accordingly, the date of hearing was postponed to 18th and 19th July 1972 and the parties were heard. Thereafter the parties were requested to attend the hearing on 21st and 22nd July 1972 and on 18th and 19th October, 1972 in the office of the Regional Labour Commissioner (Central), Jabalpur but the union neither attended the hearing nor sent any intimation. I am, therefore, giving this award based on the written statements and the documents submitted by the parties and the statement made before me by the parties during the first two hearings.

1	2	3	4	5
10.	Satyanarayan	H. Khalasi	III/Rs. 6-05	Category & pay fixed is correct.
11.	Bihari	Do.	Do.	Do.
12.	Satyanarayan	Do.	III/Rs. 5-90	Do.
13.	Chaitram	Do.	IV/Rs. 6-90	Category fixed is correct but not given increment for the past service. He is entitled for one additional increment from 15-8-67.
14.	Ramprasad	Do.	—	There is no such worker.
15.	Shyam	Fitter Helper	II/Rs.5-35	Category & pay fixed is correct. He has been promoted as Elect. filler from 1-11-71 vide management letter No. P/6/A dt. 5-11-71 and he has accepted the same.
16.	Mahaboob	Fitter Mazdoor	I/ Rs. 5-30	Category & pay fixed is correct.
17.	Gudiram	Pump Khalasi	II/ Rs. 5-83	Category & pay fixed is correct. He also withdrew his case since it was agreed to place him in cat. III under conciliation settlement dt. 12-4-71.
18.	Punam	Do.	III/Rs.5-90	Category fixed is correct but not given increment for the past service. He is entitled for two additional increments from 15-8-67.
19.	Lotan	Do.	Do.	Do.
20.	Kolloo	Do.	II/Rs. 5-83	Category & pay fixed is correct.
21.	Baboolal	Do.	III/Rs. 5-90	Category fixed is correct but not given increment for the past service. He is entitled for two additional increments from 15-8-67 for the past service.
22.	Ishwar Prasad	Carpenter	IV/Rs. 7-50	His case stands settled since he has been promoted to cat. V from 24-11-69 vide managements letter No. NWB/31-/69 dt. 18-11-69. The workman has also accepted the offer of the management about his promotion from that date.
23.	Pillay Singh	Hookman	IV/Rs. 6-90	The workman died.
24.	Tulsi	Do.	IV/Rs. 7-30	Category & pay fixed is correct.
25.	Prabudayal	Trammer	III/Rs. 6-05	Do.
26.	Mittoolal	Do.	Do.	Do.
27.	Mehlal	Do.	Do.	Do.
28.	Chhotelal	Do.	III/Rs. 5-90	Do.
29.	Sukkhoo	Do.	III/Rs. 6-05	Do.
30.	Ratipal	Do.	III/Rs. 6-05	Do.
31.	Kaloo	Do.	III/Rs. 5-90	Do.
32.	Sheolal	Do.	III/Rs. 6-05	Do.
33.	Mehtab	Do.	Do.	Do.
34.	Sheocharan	Banksman	IV/Rs. 7-10	Do.
35.	Bhaglal	Trammer	III/Rs. 6-30	Do.
36.	Pandharinath	L.R. Attdt.	II/Rs. 7-40	Case settled. Fixed in cat. V from 1-5-70 under conciliation settlement dt. 8-5-70.
37.	Makhanlal	Line Mistry	III/Rs. 6-20	Category & pay fixed is correct.
38.	Sheocharan	Line Mazdoor	II/Rs. 5-71	Do.
39.	Baijnath Singh	Line Mistry	III/Rs. 6-05	Do.
40.	Lalai	Line Mazdoor	II/Rs. 5-59	Do.
41.	Chudan	Do.	II/Rs. 5-71	Do.
42.	Jammoo Prasad	Do.	II/Rs. 5-59	Do.
43.	Bala	Timber Mistry	IV/Rs. 7-10	Category is correct but not granted additional increments on the basis of his length of service. He is entitled for one more additional increment from 15-8-67.
44.	Ausar Singh	Timber Mistry	IV/Rs. 7-10	Category & pay fixed is correct.
45.	Puran	Timber Mazdoor	II/Rs. 5-35	Do.
46.	Ojha	General Mazdoor	I/Rs. 5-00	Do.
47.	Biralal	Cook	III/Rs: 6-05	Do.
48.	Shambhudayal	Cook	III/Rs: 6-20	Promoted to category III vide managements Letter No. NWB/68 dt. 3-9-68.

1	2	3	4	5
49. Kunjulal	Clerk	III/180		Grade & pay fixed is correct. His claim for higher grade was also dismissed by the Labour Court on 25-8-71'.
50. Mulwa	Sirdar/Cl.III	Tec. Gr. E/195		Category & pay fixed is correct.
51. Hecralal	Do.	Do.		Do.
52. Gajray	Do.	Do.		Do.
53. Manbodhan	Shot Firer	Do.		He has been promoted as sirdar-cum-shot firer in technical gr. D on a basic salary of Rs. 212 w.e.f. 1-10-71. He has also accepted the offer of the management.
54. SK Munshi	Sirdar/Cl. III	Do.		Category and pay fixed is correct.
55. Narayan Singh	Electrician	Tec. Gr. C/245		He has been promoted as sstt. Elec. Foreman in technical grade 'C' on a basic pay of Rs. 245 from 12-12-67.
56. Awadhilal	Sirdar Cl. III	Tec Gr. E/195		Category & pay fixed is correct.
57. Mohan	Do.	Tec. Gr. D/219		Do.
58. Puran	Pump Khalasi	Cat. III/5-90		Category allowed is correct but not given service increment. He is entitled for two additional increments from 15-8-67 on the basis of his length of service.
59. Kalloo	Pump Khalasi	Cat. II/5-35		Category & pay fixed is correct.
60. Baboo	Dresser	Cat. III/6-20		Case settled as per remarks given under Sl. No. 1 above.
61. Ramadin	Clipman	IV/7-10		Category & pay fixed correctly.
62. Bishandayal	Trammer	III/ 6-35		Do.
63. Sumranlal	Do.	Do.		Do.
64. Dilsukh	Trammer	III/6-35		Category & pay fixed is correct.
65. Saheb Singh	Elec. Helper	II/5-83		Do.
66. Raghunath Singh	Do.	Do.		Do.
67. Abdul Basi	Do.	Do.		Promoted to cat. IV as Elec. fitter on a basic salary of Rs. 7-30 from 1-3-72.
68. Phoolchand	Elec. Mazdoor			Union has withdrawn his case.
69. Mukund Singh	Filler Mazdoor	I/5-30		Promoted to cat. IV as fitter on a basic salary of Rs. 7-30 from 1-3-72. Case settled under conciliation settlement dt. 16-3-72.
70. Hetran	C.C.M. Helper	III/6-05		Category & Pay fixed is correct.

North Chandametta Colliery :

Sl. No.	Name of the Worker	Designation	Category/Grade & pay fixed from 15-8-67	Relief given if any - Remark
1	2	3	4	5
1.	Damodhar	General Mazdoor	II/5-10	Category & pay fixed correctly.
2.	Ghanashyam	Elec. Helper	II/5-83	Promoted as Elec. fitter in cat. IV on Rs.6-90 w.e.f. 1-10-72 vide managements letter No. P/2 dt. 28-9-71. He also has accepted this offer.
3.	Surat	Trammer	II/6-35	Promoted as clipman in category IV with basic wage of Rs. 7-10 from 1-12-71 vide managements letter No. P/2/18 of 10-12-71. He has also accepted the offer.
4.	Nirgoo	Do.	Do.	Promoted as clipman in cat. IV with basic wage of Rs. 7-10 from 1-12-71 vide managements letter No. P/2/12 dt. 10-12-71. He has also accepted the offer.
5.	Gayaprasad.	Explosive Carrier	II/5-59	Category & pay fixed is correct.
6.	Gafoor	Trammer	III/5-20	Promoted as clipman in cat. IV with basic pay of Rs. 7-10 from 1-12-71. The workman has also accepted the offer of the management.
7.	Mansaram	B/smith	IV/7-10	Promoted to cat. V with basic wage of Rs. 7-95 with effect from 1-12-69 vide, managements letter No. P/2 dt. 26-11-69. He has accepted the offer.

1	2	3	4	5
8. Jutiya	Trammer	III/6-20	Since he has been performing the jobs of clipman/coupler he should be designated as such and placed in cat. IV on a basic pay of Rs. 7-10 with effect from 15-8-67.	
9. Hanumantrai	Sirdar	Tec. Gr. E/180	Promoted as overman in Tec. Gr. 'C' with basic pay of Rs. 245 w.e.f. 1-10-71 vide managements letter P/2 dt. 9-10-71. The workman has also accepted the offer of the management.	
10. Pritam Singh	Trammer	III/6-20	Promoted as clipman cat. IV on a basic wage of Rs. 6-90 with effect from 15-8-71 vide managements letter No. P/2/5 dt. 28-7-71. The worker has also accepted the offer of the management.	
11. Sitaram	Dresser	III/6-05	Case settled as per remarks given under item No. 1 of Bhanori colliery.	
12. Budhal	Do.	III/6-05	Case settled as per remarks given under item No. 1 of Bhamori colliery.	
13. Purai	Do.	Do.	Do.	
14. Ramratan	Do.	III/5-90	Do.	
15. Mangal Singh	C.C.M. Khalasi	V/8-23	Category & pay fixed is correct.	

Eklehara Colliery :

Sl. No.	Name of the worker	Designation	Category/Grade & pay fixed from 15-8-67	Relief given if any—Remark
1	2	3	4	5
1. Beni Prasad	Sirdar	Tec. Gr. E/195	Grade & pay fixed is correct.	
2. Ramacharan	Do.	Do.	Do.	
3. Chhotelal	Do.	Tec. Gr. D/210	Do.	
4. Narmada Prasad	Do.	Tec. Gr. E/185	Promoted as overman Tec. Grade C on Rs. 245 from 15-8-67 vide managements letter No. MWA/301/67 of 1-12-67.	
5. Shanker	Do.	Tec. Gr. E/195	Grade & pay fixed is correct.	
6. Tilakdhari	Do.	Tec. Gr. E/180	Do.	
7. Hemraj	—	—	There is no such worker.	
8. Dhanoo	Sirdar	Tec. Gr. E/185	Grade and pay fixed is correct.	
9. Nandram	Magazine Issuer	Gr. II/230	Promoted in clerical gr. II on a basic salary of Rs. 249 from 1-1-70 vide managements letter No. P/7 dt. 3-9-70.	
10. Laxman	Fireman	IV/6-90	Category allowed is correct but not given proper increments for the past service. He should be given two additional increments from 15-8-67.	
11. Sitaram	Fireman	IV/7-10	Category allowed is correct but not given increments for the past service. He is entitled for one additional increment from 15-8-67.	
12. Sitaram	Timber Mazdoor	II/5-83	Category & pay fixed is correct.	
13. Ramnath	Do.	II/5-47	Do.	
14. Mangal	Do.	II/5-35	Do.	
15. Misrilal	Do.	II/5-47	Do.	
16. Bhupat	Do.	II/5-71	Do.	
17. Surajbali	Do.	II/5-47	Do.	
18. Dammoo	Do.	II/5-47	Do.	
19. Sirdar	Do.	II/5-83	Do.	
20. Krishna	Trammer	III/6-35	His designation be changed as clipman coupler & be placed in cat. IV with basic pay of Rs. 7-30 from 15-8-67.	
21. Baboolal	Do.	Do.	Do.	
22. Chunilal	Do.	Do.	Do.	
23. Sheoram	Do.	Do.	Do.	
24. Baliram	Asstt. Mech. Foreman	Gr. C/245	Case settled under conciliation settlement dt. 7-8-70 under which three additional increments were given to him from 1-8-70.	

1	2	3	4	5
25. Behasi	Trammer	III/6-05	Category & pay fixed is correct.
26. Ebrahim	Dresser	III/6-35	Case settled as per remarks passed under item No. 1 of Bhamori colliery.
27. Arjun	Do.	III/6-05	Do.
28. Bhurva	Do.	III/6-35	Do.
29. Pachawa	Mazdoor	I/5-00	Category & pay fixed is correct.
30. Ramjan	Dresser	III/6-35	Case settled as per remarks passed under item No. 1 of Bhamora colliery.
31. Baboo	Do.	Do.	Do.
32. Mohammed	Do.	Do.	Do.

Donger Chikhli Colliery :—

Sl. No.	Name of the worker	Designation	Category/Grade & pay fixed from 15-8-67	Relief given if any--Remark
1. S.K. Hussain	.	C. C. Khalasi	—	Prior to the implementation of W.B. recommendation he was employed as piece-rate & he continued to be on piece-rate.
2. Bhoja	.	Do.	—	Do.
3. Sukhdayal	.	Do.	—	Do.
4. Ganesh	.	Do.	—	Do.
5. Prahlad	.	Do.	—	Do.
6. Abdul Hamid	.	Do.	—	Do.
7. Nankoo	.	Do.	—	Do.
8. Hunilal	.	Shot Firer	Tec. Gr. E/180	Category & pay fixed is correct.

Burkull Colliery :—

1. B.L. Chanrasia	Clerk	Gr. III/251	Under conciliation settlement dt. 12-4-71 he has withdrawn his case.
2. Amar Singh	Lamp Room attendant	Cat. II/6-07	Under minutes of discussion held before ALC(C) on 13-12-69, he was placed in cat. IV from 30-3-70. Later on he went to the Labour Court & the Labour Court vide its order No. CGIT/LC(C)/(73)/71 dated 27-5-1971 decided that he should be paid Rs. 908-48 towards the arrears of difference of wages and the same have been paid to him.

As regards Haulage khalasis who have been operating haulages from 75 H.P. & above were placed in cat. III first and then they were given cat. IV. Since they were not given increments for the service rendered by them, prior to the award, I have allowed the same. On similar basis I have allowed increments to pump khalasi operating more than one pump or pumps above 35 H.P. capacity.

Similarly some of the trammers who have been performing the jobs of clipman/couplers, I have directed that they should be placed in category V and also be given increments on the basis of their length of service.

I further direct that the arrears that may become due to the workers under this Award be paid to them within one month from the date on which this award becomes enforceable.

With this Award the dispute referred to my arbitration thus stands disposed of.

[No. J-81/1(6)/71-Con. I (Jab.)]

T. T. TAYADE, Arbitrator.

New Delhi, the 25th November, 1972

S.O. 4093.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to management of Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 21st November, 1972.

(AWARD)

[No. L-31013/1/72-P&W]
V. SANKARALINGAM, Under Secy.

BEFORE SHRI L. P. DAVE, ARBITRATOR

In the matter of a reference under sec. 10A of the Industrial Disputes Act, 1947, in respect of an Industrial Dispute between the employers in relation to the management of Bombay Port Trust, Bombay, and their workmen represented by the Transport and Dock Workers' Union, the B.P.T. Employee's Union and B.P.T. General Workers' Union, Bombay.

Appearances :

On behalf of Employers,
Shri R. K. Shetty, Deputy
legal adviser, Bombay Port Trust.

On behalf of Workmen :
Shri V. K. Tembe,

Advocate,
with
Shri S.R. Kulkarni,
Shri S.K. Shetya,
and
Shri G.H. Kale.

AWARD

As an industrial dispute existed between the above parties, they entered into a written agreement, under sub-section (1) of section 10A of the Industrial Dispute Act, agreeing to refer the said dispute to my (Sole) arbitration and forwarded a copy thereof to the Central Government as required by sub-section (3) of the above-section. The Central Government, in due course, published the said arbitration agreement in the official Gazette under the said sub-section.

2. The specific matters in dispute referred to my arbitration are as under:—

Wheiche, having regard to Trustees' Resolutions Nos. 513, dated 3rd July 1958 and 820 dated 1st October, 1963 and the Award of Shri N. K. Vani, Presiding Officer, Central Government Industrial Tribunal No. 2, Bombay, in Reference No. CGIT-2/16 of 1968 dated the 4th February, 1969 the following categories of employees of the Bombay Port Trust are entitled to claim—

(i) That their existing scales as on 1st August, 1956 as shown in column (3) below be revised with effect from that date as shown in column (4) below:—

Department	Categories	Existing Scale	Scale Demanded
1	2	3	4
Docks	Clerk, Gr. II Sorters, Gr. I Inspector of workmen	55-5-90-EB-6-144-60-5-90-EB-6-144-55-3-85 55-3-85	60-5-90-EB-6-144-60-3-81-4-85 85
	Fitter	55-3-85-4-93	60-3-81-4-93
Railway	Number Taker } Telephone Clerk } Gr. II } Asstt. Goods Clerk } Gr. III }	55-5-90-FB-6-144 55-3-85-4-93	60-5-90-EB-6-144 85
Estate	Bill Receiver	55-3-85-4-93	60-3-81-4-93
	Loubour Coupon Seller.	55-3-85	60-3-81-4-85
	Nursery School Teacher.	55-3-85	60-3-81-4-85

And

(ii) that, if so, upon such revision, such of the employees who belonged to these categories, as were in service on the 31st July 1956, be granted an *ad hoc* pay increase of Rs. 5/- p.m. with effect from 1st August, 1956.

3. On notices being issued by me, the workmen, represented by the above three Unions, filed their written statements. Thereafter, the employers filed their written statement and Rejoinder. At the hearing, all parties stated that they did not want to lead any oral evidence. They, however, filed several documents. Arguments were then heard. During the course of arguments, I found that an important document (Office Memorandum No. 27/2/56-CS(D) dated 1st June 1956 of Govt. of India, Ministry of Home Affairs) was not produced by any party. I was told that the parties had not been able to obtain a copy from any Govt. office. At my suggestion, all parties agreed to make further efforts to get a copy, if necessary from the Govt. of India offices at New Delhi. They agreed that whoever was able to get a copy would send it to me. They requested that I should wait for two weeks (after the hearing was over) to enable them to obtain a copy, before proceeding to write my award. They also stated that they did not want to be further heard (even after the copy of the above document was sent to me). A copy of the above document was obtained by the employers and forwarded to me on 25-10-1972.

4. The undisputed facts leading to the present dispute are as under:—

Before the recommendations of the Central Wage Board for Port and Dock Workers were implemented (from 1-1-1969), the Bombay Port Trust (which I shall hereafter

refer to as the Port Trust), by and large, followed the government pattern of pay scales, Dearness Allowances House Rent allowance etc. So, when the recommendations of the Pay Commission, 1947 were out, the Port Trust, by and large, made the pay scales recommended by the Pay Commission applicable to its employees.

5. In the present case, we are concerned with pay scales only and that too, of only ten categories of workmen viz., (1) Clerk, Gr. II, (2) Sorter, Gr. I (3) Inspector of watchmen, (4) Fitter, (5) Number taker, (6) Telephone Clerk, gr. II (7) Asst. Goods Clerk, gr. III (8) Bill Receiver, (9) Coupon seller, and (10) Nursery School Teacher. Of these Nos. (1) to (4) belong to docks department, Nos. (5) to (7) to Railway Department, (8) to Estate Department, and (9) and (10) to Labour Department. I may mention at this stage that admittedly the dispute relates to Asst. Goods, Clerk gr. III and not gr. II, as mentioned in the arbitration agreement and order of reference published by the Government. All parties have stated so in writing before me. I may also mentioned that at the hearing, Shri Tembe gave up the case of Nursery School Teacher. We have therefore to consider the case only of nine categories of workmen.

6. It will be convenient to consider the case of categories (1), (5), (6) and (7) separately from that of other categories, though categories (1), (5), (6) and (7) may be considered together and categories (2), (3), (4), (8) and (9) together.

7. It is an admitted fact that prior in 1946, Clerks, gr. II, were in scale of 50-5/2-80 and Number takers, telephone clerks, gr. II, and Asst. Goods clerks, Gr. III, in scale of 45-5/2-70. From 1-5-1946, all these categories were placed in scale of 55-5-90-EB-6-144.

8. One of the scales recommended by the Pay Commission, 1947, was of 55-3-85-EB-4-125-5-130 and the Bombay Port Trust applied this scale to the above categories, though the incumbents then in service were allowed to retain their existing scale of 55-5-90-EB-6-144. The result was that for the above categories, old incumbents were in scale of Rs. 55-5-90-EB-6-144, while new increments were in the scale of 55-3-85-EB-4-125-5-130.

9. The case of clerks, gr. II, was taken to the Court who held that there could not be two scales of pay for the same category, and hence even the new incumbents were placed in the scale of 55-5-90-EB-6-144. In other words, all clerks, gr. II, were in this scale even after the recommendations of the Pay Commission.

10. The number takers, telephone clerks, gr. II, and Asst. Goods Clerks, Gr. III, did not do anything, with the result that in their case, there were two different scales 55-5-90-EB-6-144 for the old incumbents and 55-3-85-EB-4-125-5-130 for new entrants.

11. Coming to other categories, prior to 1946, sorters were in scale of 45-5/2-60 and Bill Receiver in scale of 45-5/2-70. Both these categories were placed from 1-5-1946, in scale of 50-3-80 and these scales were in force at the time of recommendations of the Pay Commission. It is not clear what were the scales of other categories (Inspector of watchmen, fitters and coupon sellers) at that time.

12. On the recommendations of the Pay Commission being applied to the Port Trust, Sorters, gr. I, Inspector of Watchmen and coupon sellers were placed in scale of 55-3-85, while fitters and Bill Receivers were placed in scale of 55-3-85-4-93.

13. On 1-6-1956, the Govt. of India, Ministry of Home Affairs, issued an Office Memorandum No. 27/2/56-CS(D), stating inter alia that "After careful consideration the Government of India have decided that the existing scale of pay of 55-3-85-FB-4-125-5-130 applicable to III/Lower Division Clerks in the Secretariat and Attached Officers should be revised to Rs. 60-3-81-EB-4-125-5-130" and that "the revised scale of pay will be admissible not only to new entrants, but also to all existing III/Lower Division Clerks on 55-3-85-EP-4-125-5-130". It was then laid down as to how to give effect to the decision in the case of existing Clerks. The revised scale was to be effective from 1-4-1956 (See Ex. E. 53).

14. On 9-8-1956, the Govt. of India, Ministry of Finance, issued an Office Memorandum No. 44J-Est. III/56, inviting reference to the above office Memorandum and stating *inter alia* that "it has now been decided that the prescribed scale of Rs. 55-3-85-EB-4-125-5-130 applicable to clerks and other non-clerical personnel (technical and executive) working in subordinate office as well as in offices not participating in the Central Secretariat Service Schemes should also be revised to Rs. 60-3-81-EB-4-125-5-130" and that "the revised scale of pay will be admissible not only to new entrants, but to all existing personnel in the prescribed scale of Rs. 55-3-85-EB-4-125-5-130". How to give effect to this decision in the case of existing personnel was then laid down. The revised scale was to be effective from 1-8-1956. (Sec. Ex. E. 41).

15. On 3-6-1958, the Port Trust passed Trustees' Resolution No. 513 of 1958, revising the existing scale of 55-3-85-EB-4-125-5-130 of Tally clerks and the scale of 55-3-85-EB-4-125-5-130 of skilled workers both to Rs. 60-3-81-EB-4-125-5-130 with effect from 1-6-1958. (Sec. Ex. E. 42).

16. On 1-10-1963, the Port Trust passed Trustees' Resolution No. 820 of 1963, giving effect to the revised scale from 1-8-1956 (instead of 1-6-1958 as decided in the earlier resolution). Sec. Ex. E. 43.

17. It appears that the Unions requested the Port Trust to revise the initial pay of some other categories of workers from 55/- to Rs. 60/- with effect from 1-8-1956; that is, to give the benefit of the above Office Memoranda and Trustees' Resolutions to these categories. Ultimately — in 1965, the B. P. T. Employees' Union brought the matters to a head by writing letter Ex. E. 13 on 15-2-1965 in respect of time keepers. As nothing came out of it and as a request to the Govt. to refer the matter to adjudication was refused, the Union wrote letter Ex. E. 15 on 27-2-65, giving a notice of strike, to start on any day after 2-6-65. As a result of this letter, there was a meeting between the Chairman and Officers of the Port Trust and two office bearers of the Union, at which meeting, it was agreed *inter alia* that the demand of the Union to give a higher initial pay to the time keepers from 1-8-1956 be referred by joint application for adjudication. (See letter Ex. E. 16). Accordingly a joint application appears to have been made to the Govt. which referred the matter to adjudication on 18-7-1966. This matter was ultimately heard by Shri N. K. Vani, Presiding Officer, Central Government Industrial Tribunal No. 2, Bombay, who gave his Award on 4-2-1969. Ex. 29 is a copy of this Award. The matter that was referred for decision was whether time keepers were entitled to claim that their scale of pay of 55-5-100-EB-5-130 be revised to Rs. 60-5-100-EB-5-130 with effect from 1-8-1956 and if so, upon such revision whether time keepers who were in service on 31-7-1956 should be granted an *ad hoc* increase in pay of Rs. 5/- with effect from 1-8-1956 on analogy of the decision contained in Trustees' Resolution Nos. 513 of 1958 and 820 of 1963. Shri Vani held in favour of workmen on both these points by his Award.

18. It is an admitted fact that the Port Trust has implemented this Award for the time keepers. Actually it appears that the Port Trust has given the advantage of the above decision to second grade clerks of the Estate Department, compounders of the Medical Department and telephone clerks, grade II, number takers and Asst. Goods Clerks, Grade III, of the Railway Department, who were in scale of 55-5-100-EB-5-130. This would appear from E. W. 3 which is a copy of the Trustees' Resolution No. 1397 dated 9-12-1969.

19. In the meanwhile, after the award of Shri Vani was published, the Union began to press the claim of the present categories and ultimately it was agreed between the Port Trust and the Unions to refer the dispute to my arbitration, and an agreement to that effect was signed on 7-4-1972 and sent to the Government who published it in the official gazette under section 10 A of the Industrial Disputes Act.

20. Before I proceed to consider the merits of the case, I shall first deal with certain technical points raised by Shri

Shetty on behalf of the Port Trust. He first contended that I had no power to go behind the terms of reference and that under the terms of reference I had to decide whether having regard to Trustees' Resolutions Nos. 513 of 3-6-58 and 820 of 1-10-68 and the Award of Shri Vani, the different categories mentioned in the terms of reference were entitled to claim the new scale demanded by them. Shri Shetty argued that the Trustees' resolution above referred to dealt with cases of employees who were in the scale of 55-3-85-EB-4-125-5-130 and that Shri Vani's Award referred to Time Keepers, who were in the scale of 55-5-100-EB-5-130; whereas in the present case, none of the categories was in either of the two scale mentioned above, and, therefore, I had no justification to revise their scale.

21. In this connection, Shri Shetty referred to the case of Calcutta Electric Supply Corporation v/s Calcutta Electric Supply Union "A.I.R." 1959 Supreme Court 1191. It was decided in this case that in considering the terms of reference and in determining the scope and nature of the points referred to the Industrial Tribunal, the order of reference must be looked at, and it is only the subject matter of reference with which an industrial tribunal can deal. In that case, one of the points referred to the Tribunal was "Medical Aid" and it was held that this did not cover anything beyond medical aid for employees of the Company, that is, it did not cover medical aid for members of the family.

22. I agree that the Industrial Tribunal (and this would include the arbitrator appointed under the Industrial Disputes Act) has to confine itself to the specific points referred to it and it cannot go beyond it. This, however, does not help Shri Shetty's contention.

23. Shri Shetty's contention was that I have to decide whether the present categories are entitled to the scale demanded by them "having regard to" the Trustees' Resolution and the Award of Shri Vani referred to above. He contended that the Trustees' Resolution and also Shri Vani's Award dealt with scale of pay beginning with 55/- ending with 130/- and while in the present case, the scales start with 55/- and end in some cases at 144/- and in some at 88/- and in some at 93/- and I had, therefore, no jurisdiction or power to revise them, in view of the terms of reference. If this interpretation is correct, there was no meaning in referring the matter to my arbitration. I do not agree with Mr Shetty's interpretation of the words "Having regard to". These words should, in my opinion, be interpreted as meaning "taking into consideration".

24. All scales which started with 55/- and ended with 130/- have already been revised. There is no single scale starting with 55/- and ending with 130/- which has not been revised and if the interpretation of the terms of reference was taken to be that I was called upon to consider the revision of only such cases, which started with Rs. 55/- and ended with 130/-, the reference to me was useless. I, therefore, do not agree with Mr Shetty's contention that looking to the terms of reference I have no power, to consider the revision of the scales which did not end at 130/-.

25. Shri Shetty then contended that I should not revise the scales because it would mean that there would be two different scales for the same categories of workmen and in this connection he relied on the case of "Salem Erode Electricity Distribution Co. v/s their employees Union" 1966 Vol. I LJJ 443. It was a case of standing orders of an Industrial Establishment and the Supreme Court held that it was not permissible under the Industrial Employment "Standing Order" Act, 1946, to have two sets of standing orders.

26. The above ruling would not apply to pay scales. If a particular Act contemplated that there should be only one set of standing orders for one industrial establishment, no establishment could have two sets of standing orders. That was because of the provisions of the particular Act. That would, however, by itself be no bar to have two sets of scales of pay in same establishment.

27. It should be noted that there are already two sets of scales existing for the same categories of workers and all that

I am called upon is to revise the initial pay of one of the scales of pay. Hence my decision would not create two scales of pay, which are already there. It would only revise one scale of pay.

28. The Port Trust has raised a plea of delay and laches and I shall deal with it later on. At this stage, however, I must mention that Shri Shetty referred to me the case of "Kirkosker Bros. Ltd., and their workmen" 1962 Vol. II LLJ 732. He referred to this case in support of his contention that I must first decide the question of laches and delay and then proceed to decide the question on merits. I do not agree with this contention. In above case it was held that the Tribunal should not have proceeded to decide the reference on merits in regard to employees of the Press without deciding the employer's plea that the Press was an independent business separate and distinct from its factory. It appears that this point was not decided by the Tribunal at all and without deciding it, the tribunal gave an award. I do not propose to ignore the plea of delay and laches. I shall consider it after deciding the other questions.

29. Coming to the merits of the case, the present dispute related to ten categories of workmen. As I mentioned above, however, the case of one category has been given up and hence I have to consider the case of only nine categories of workmen. Further as I mentioned above, it would be convenient to consider first the case of categories (1), (5), (6), and (7) i.e., Clerks, Gr. II, number takers, Telephone Clerks, Gr. II, and Asst. Goods Clerks, Gr. III, together. I shall deal with the other five categories later on.

30. All the above four categories were in the scale of 55-5-90-EB-6-144 and the workmen want this scale to be revised to 60-5-90-EB-6-144 on the basis of the above office Memoranda, the above Trustees' Resolutions and Shri Vani's Award.

31. The Trustees' Resolutions follow the above office memoranda. The office memorandum of 1-6-56 is produced at Ex. E. 53 and that of 9-8-1956 at Ex. E. 41. The first refers to the revision of existing scale of pay of clerks in the Secretariat and attached offices participating in Central Secretariat clerical service scheme. The other memorandum refers to clerical employees in the subordinate offices as well as offices not participating in the scheme. In other words, for the purpose of considering the revision of the scales, the two office memoranda are the same.

32. By these memoranda, the government decided that the existing scale of pay of 55-3-85-EB-4-125-5-130 should be revised to 60-3-81-EB-4-125-5-130. It is important to note that the only difference between these two scales is that the initial pay is revised from 55/- to 60/-. The rates of increments viz., 3/-, 4/-, 5/- have remained the same. The maximum of the scale has also not been changed. The Efficiency Bar has also been retained. From all this, one can infer that the government revised the scale, as it felt that no clerk should start at a pay lesser than 60/-.

33. It is important to note in this connection that a sort of retrospective effect was given to this decision. Not only were the new entrants to start at 60/-, but even those who were already in service were to get an *ad hoc* increase of Rs. 5/- in their existing pay. In other words, the pay they would thereafter be drawing would practically be the same which they would have drawn if they had started with Rs. 60/- as their initial pay. Only they would not get the arrears before the date from which the new scale was made applicable. This would mean that the government intended to give a higher initial pay to all clerks in the above scale.

34. It has then to be remembered that the present categories were, under the recommendations of the Pay Commission, to be placed in the scale of 55-3-85-EB-4-125-5-130; but as the incumbents were already in a higher scale, they were given the option to remain in the old scale of 55-5-90-EB-6-144. As I have mentioned earlier, later on, new entrants in the category of clerks, gr. II, were required to be placed also in the scale of 55-5-90-EB-6-144. But so far as the other three categories, namely number takers, telephone Clerks, gr. II, and the Asst. Goods Clerks, gr. III, were concerned, new entrants were put in the new scale while the existing employees continued in the old scale. All of them were doing the same work and the duties were identical.

The new entrants, however, got the benefit of a higher initial pay because they were put in the scale of 55-3-85-EB-4-125-5-130. It would be anomalous to hold that person who is in a superior scale gets lower initial salary than a person who is in an inferior scale. It is true that under the old scale, as the increments were better, after some time a person in the old scale would get the same pay or even higher pay than new entrant and further that the old entrant could go up to 144 whereas the new entrant would stop at 130/-; but in the initial years, the old entrant would be getting less than new entrant with identical period of service, though the old entrant is in superior scale. In the first, second and third year's service, a new entrant after the revision of scale of pay would be drawing Rs. 60/-, Rs. 63/- and Rs. 66/- respectively, whereas the old entrant would be drawing Rs. 55/-, Rs. 60/- and Rs. 65/- respectively. This would show that a person in a superior scale would be getting less pay than a person in an inferior scale, which would not be proper.

35. It was urged by Shri Shetty that a person in old scale must remain in that scale because it had advantages, and he can not be allowed to claim the benefit of the revision of the new scale. It may be noted that the existing incumbents were not given the option after the initial pay was revised, whether they wanted to opt for the new scale. Further what government did was only to revise the initial pay and not the entire scale, as the government thought that lower Division clerks and other employees of similar status should not start at a salary below Rs. 60/- and the same advantage must be given to the clerks of old scale as well.

36. Again assuming that person in a better scale should not be allowed to claim the advantage of the revision of the initial pay, because they were getting other advantages under the old scales, even then after the decision of Shri Vani, this contention will have to be rejected. The time keepers whose scale Shri Vani was considering were in the scale of 55-5-100-EB-5-130 and their scale has been revised by him to 60-5-100-EB-5-130. The time keepers who had retained their old scale of 55-5-130 got the advantages over the new scale prescribed by the Pay Commission. Still Shri Vani gave them an advantage of higher initial pay. Again on the strength of this decision of Shri Vani in respect of time keepers, the Port Trust of its own accord revised the initial pay of several categories who were in the scale of 55-5-130 and these categories included Clerks, gr. II, Telephone clerks, gr. II, the Asst. Goods clerks, gr. III, and the number takers. It would lead to heart burning and industrial unrest if the initial pay of certain categories is revised even though they were in a superior scale and if the initial pay of the present categories is not revised.

37. It was argued that Shri Vani was dealing with a case where the scales started with 55/- and ended with 130/-, as in the case of the lower Division clerks, referred to in the govt. orders whereas the scale of the present categories goes upto 144/-. On principle, however, it makes no difference. The principle remains the same. If a person who had better increments than in the new scale is given the advantage of higher initial pay, there is no reason to deny the same advantage of higher initial pay to others having better increments only because his maximum is higher.

38. After having given my careful consideration to all the facts and circumstances of the case, I am of the view that the existing scale of 55-5-90-EB-6-144 of clerks, gr. II, of the Docks Department and of number takers, telephone clerks, gr. II, and Asst. Goods Clerks, gr. III, of the Railway Department should be revised to 60-5-90-EB-6-144 with effect from 1st August, 1956 and that such of the employees who belong to these categories as were in the service on 31st July, 1956 should be granted an *ad hoc* increase in pay of Rs. 5/- per month with effect from 1st August, 1956, except where the maximum of the pay had already been reached. The pay so arrived at will be shown at the corresponding stage of the new scale or if there is no such stage at the next lower stage and the excess absorbed in the future increments in the revised scale. This is in accordance with the Government orders in the office memoranda and the Trustees' Resolutions above referred to. Shri Vani has also given similar directions.

39. I now come to the case of other five categories viz., Sorters, Gr. I, Inspector of watchmen and Coupon Sellers, all the whom were in the scale of 55-3-85 and after

and Bill receivers who were in the scale of Rs. 55-3-85-4-93. Workmen's contention is that these scales are segments of the scale of Rs. 55-3-85-EB-4-125-5-130 and they should get the benefit of higher initial pay.

40. It is true that the above scales are segments of the longer scale referred to above, but it does not necessarily mean that the persons who are in segments of the scale should get the benefit of higher initial pay. As I mentioned above, the government intention appears to be that Lower Division Clerks and other employees of similar status should not start on a pay of less than Rs. 60/-. The government may not have intended that employees whose duties were inferior to those of clerks and who were, therefore, drawing only segment of the scale, and not the full scale should get a higher initial pay.

41. It also appears that similar employees in other government departments drawing segments like above have not been given advantage of a higher initial pay. The Railways had scales of Rs. 55-3-85 and Rs. 55-3-85-4-93. In their case, however, the initial pay was not revised under the Government Orders referred to above. This would be clear from the letters Ex. E. 36 and Ex. E. 37 from the Central Railway and the Western Railway in reply to the port trust inquiry letter Ex. E. 35.

42. In this connection, Shri Shetty also relied upon the letter Ex. E. 33 from the Deputy Controller of Defence (Navy) to show that the above orders did not apply to those scales which were segments of the scale of Rs. 55-130. I do not agree with this because this letter only says that that office was not aware of any such orders and that there were no segments of the above scale in the Indian Navy. As that office had no employee in a segment scale, its being unaware of orders about segment holders would not necessarily mean that there were no orders.

43. Shri Tembe relied on the report of the Committee for the classification and categorisation usually referred to as, "C.C.C.". That Committee placed Inspector of watchmen in the scale of Rs. 60/- to 130/- and fitters into three segments which together came to the same scale. Before proceeding further, I may mention that sorters, Gr. I. and Coupon Sellers were placed by the C.C.C. in an inferior scale and there can, therefore, be no doubt that these two categories are doing inferior work.

44. So far as fitters are concerned, the C.C.C. divided their scale into three parts. In two parts, the increments were lower than in the scale laid down by the Pay Commission. It would take a fitter 21 years to reach the maximum, as against 17 years required by a clerk in the above scale. Further we do not know whether C.C.C. intended fitter and Inspector of watchmen to be placed on a par with Lower Division Clerks. I am not satisfied, therefore, that these categories are entitled to a higher initial pay.

45. Before considering the question of delay and laches raised by Shri Shetty, I may here refer to a contention raised by the Port Trust in para (c) of the written statement to the effect that if the demands of the workmen were accepted, it would seriously affect the financial position of the employers and impose a very serious burden on them. The port trust, however, has not produced any statement showing as to what would be the financial implications of the decision if it went against them. In the arbitration agreement, it is mentioned in para (4) that estimated numbers of workmen affected by the dispute is about 526. During the course of arguments before me, I was told that the persons affected by this decision would be :

- 258 Clerks Gr. II
- 51 Number takers
- 26 Telephone Clerk Gr. II
- 59 Asst. Goods Clerks Gr. II
- 30 Sorters
- 1 Fitter
- 1 Inspector of Watchmen
- 12 Bill Receivers
- 4 Coupon Sellers.

46. According to my decision, sorters, bill receivers, coupon sellers, fitter and Inspector of watchmen are not entitled to the benefit of a higher initial pay. That would mean that 394 persons (258 Clerks, Gr. II, 51 Numbers takers, 26 Telephone Clerks, Gr. II, and 59 Asst. Goods Clerks, Gr. III) would be entitled to the benefit of a higher initial pay. The statement Ex. E. 56 produced by the Port Trust also gives identical figures of clerks, number takers, telephone clerks and Asst. Goods Clerks.

47. The Port Trust, however, has not worked out the financial implication of these persons getting a higher initial pay. But if we make a very rough calculation on the basis that each of the above persons would get Rs. 5/- per month from 1st June, 1956, the total amount they would get for arrears upto 31st January, 1973 would come to Rs. 3,94,000/-. Even if we take into account the possible higher payments that may have to be made in respect of dearness allowance, over time allowance etc., the total amount of arrears would be about rupees seven to eight lacs. The future increases may amount to Rs. 25,000/- per year. For an institution like the Port Trust, whose budget is to the tune of crores per year, it could not be said that the payment of such an amount would seriously affect its financial position or impose a very serious burden.

48. In this connection, I may mention that I agree with Mr. Shetty's contention that merely because the Port Trust has large resources, it does not mean that the claim of the workers should automatically be granted. The claim can be granted only if it is justified and not otherwise. But if it is justified, it should not be refused on the ground of a heavy financial burden.

49. I now come to the contention raised by the Port Trust that the demand in the present case should be rejected on the ground of delay and laches. In this connection, Shri Shetty on behalf of the Port Trust cited before me the cases of "(1) Shalimar Works Ltd. v/s their workmen" A.I.R. 1959 Supreme Court 1217 (2) "Sitaram Ramcharan v/s Nagarashana and others" 1960 Vol. I LLJ 29 and (3) "Bupa v/s Bishembarsingh" 1965 Vol. II LLJ 654. In the first case, a large number of workmen were discharged during the pendency of adjudication before a tribunal. The Supreme Court held that where workmen were discharged during the pendency of an industrial dispute, those workmen could make an application under section 33A of the Industrial Disputes Act, individually or collectively. There was also a remedy of moving the government to make an independent reference. The Court further held that though no limitation was prescribed for this, it was only reasonable that disputes should be referred as soon as possible after they arose particularly so when the dispute related to the discharge of workmen wholesale. It was further held that when none of the workmen did this for almost three years, the tribunal would be justified in refusing the relief of reinstatement to avoid dislocation of the industry, especially so, when the reference was vague inasmuch as the names of 250 workmen to be reinstated were not sent to the Tribunal and no list of these men was given to it till practically after the whole proceedings were over. The defect of want of permission under section 33 of the Industrial Disputes Act, could in the circumstances of the case be ignored on the ground that the workmen were not interested in reinstatement. It would thus appear that the facts of this case were peculiar. It was a case of discharge of a large number of workmen wholesale and as none of them made an application for reinstatement for almost three years, the tribunal was entitled, in the circumstance of the peculiar case, to hold that they were not interested in reinstatement. When a large number of people were discharged, the employers would to avoid dislocation of work, employ other workmen. If the discharged workmen set quiet for a long time and if at a later stage they were required to be reinstated, hardship would be caused to the newly employed workmen. Thus, the facts of this case were peculiar.

50. The second case was a case under the Payment of Wages Act. Proviso to sub-section (2) of section 15 of the Payment of Wages Act, prescribed a period of limitation for the institution of an application under that Act, and if there was a delay in making that application, the applicant was bound to explain the delay. It was held that the above provision in the Payment of Wages Act, was in substance similar to the provisions in section 5 of the Limitation Act, and in dealing with the question of condoning delay under section 5 of the Limitation Act, the party has to satisfy

the Court that he had sufficient cause for not preferring the appeal within the prescribed time and this meant that the explanation has to cover the whole of the period of delay. This ruling applies to cases where specific provision is made in an Act, providing limitation. It would, therefore, not apply to the facts of the present case, where admittedly no limitation is prescribed.

51. The third case was one under section 19 of the Workmen's Compensation Act. Which also prescribes a period of limitation. It was held in that case that explanation for delay in filing the application under that Act must be such as to cover the whole of the period of delay. This case also, therefore, would not apply to the facts of the present case.

52. Before proceeding further, I may mention that it was argued by Shri Tembe on behalf of the workmen that in the present case there is an agreement by the parties to refer the matter to arbitration and by being a party to the agreement, the Port Trust must be deemed to have given up the plea of delay and laches. In this connection, Shri Shetty on behalf of the Port Trust argued that even when there is a joint application to refer a matter to adjudication, it would be open to a party to raise the dispute that there was no industrial dispute. In this connection, he cited the cases of (1) "East Asiatic Co. India P. Ltd., v/s its workmen" 1960 Vol. L LLJ 383 and (2) "Standard Drum and Barrel Manufacturing Co. v/s its workers" 1961 Vol. J LLJ 150. In both these cases, it was held that even where there was a joint application under section 10(2) of the Industrial Disputes Act, to make a reference to a tribunal, it could not estop the parties to the application from raising the contention that the dispute referred to in the joint application was not an industrial dispute.

53. These cases can be distinguished on the ground that the plea raised cut at the root of the entire proceedings. Unless there was an industrial dispute, the matter could not be referred to an industrial tribunal. The reference to an industrial tribunal necessarily required the existence of an industrial dispute and if there was no industrial dispute, the reference to a tribunal would be without jurisdiction. Hence even if the parties had made a joint application, there could be no estoppel to raise a plea which would cut the root of the jurisdiction of the tribunal.

54. I need not, however, give a definite finding on this contention nor need I give a definite finding on the contention whether there is such delay and laches which would debar the workmen from getting relief, because I feel that even if there was delay, the workmen should get the relief as claimed by them.

55. As I mentioned earlier, the government issued office memorandum raising the initial pay from Rs. 55/- to Rs. 60/- of the Lower Division Clerks on 1st June, 1956. The advantage granted under this office memorandum was extended to subordinate and other offices by the office memorandum dated 9th August, 1956. Relying on this office memorandum, the Port Trust passed a Trustees' Resolution on 3rd June, 1958 giving the benefit of higher initial pay to all posts whose scale of pay was Rs. 55-3-85-4-90-EB-4-125-5-130. This advantage was, however, given under this resolution with effect from 1st June, 1958. By the subsequent resolution of 1st October, 1963, the Port Trust gave higher initial pay with effect from 1st June, 1958. It may be noted that even at that stage, one of the trustees had raised a question that the proposed revision of pay (giving higher initial pay) should be extended to clerks, second grade, of docks department (that is, to the category No. 1 in the present reference). The Chairman of the Port Trust, however, said that the point could be pursued separately. It appears that the matter was not seriously pursued.

56. The Port Trust in para 2 of its written statement has stated that a demand was made in respect of clerks, Gr. II, Assistant Goods Clerks, Gr. III, number takers and telephone clerks, Gr. II (who were in the scale of Rs. 55-5-90-6-144) for the first time by the Transport and Dock Workers' Union by a letter dated 10th July, 1964. Unfortunately none of the parties has produced a copy of this letter. But on the employers' own showing, it would mean that the present categories (1), (4), (5) and (6) had raised a dispute at least on 10th July, 1964.

57. It appears from the letter Ex. E. 6 that the Bombay Port Trust Employees' Union wrote a letter to the Port Trust on 5th December, 1963 and in that letter they wrote that the time keepers should get higher initial pay. It may be noted that Shri Vani's award refers to time keepers. The Port Trust sent reply Ex. E. 8 on 16th March, 1964 stating that the time keepers were not entitled to the benefit of higher initial pay. After this, Transport and Dock Workers' Union appears to have written a letter on 7th October, 1964 as stated above claiming a higher initial pay for the present categories (4), (5), (6) and (7) and certain other categories like compounders. Though this letter is not produced, a copy of the Port Trust's reply dated 23rd July, 1964 is produced at Ex. E. 9. By this reply the Port Trust replied that these categories were not entitled to the benefit of higher initial pay. In the meanwhile, B.P.T. Employees Union appears to have moved the Government of India for referring the dispute about the initial pay of time keepers to a tribunal and the Government refused to do so, by its letter Ex. E. 10 dated 19th August, 1964. Then B.P.T. Railwaymen's Union wrote a letter Ex. E. 11 to the Port Trust on 23rd September, 1964 claiming higher initial pay for number takers who were in the scale of Rs. 55-5-130 and the port trust sent a reply Ex. E. 12 on 29th September, 1964 stating that the number takers were not entitled to this benefit. By letter Ex. E. 13 dated 16th February, 1965, the B.P.T. Employees' Union raised certain points regarding the grievance of the time keepers including higher initial pay. The Port Trust sent reply Ex. E. 14 on 26th February, 1965 stating that the alleged grievances were not justified. Thereupon this union wrote letter Ex. E. 15 on 27th February, 1965 giving a notice of strike. Thereupon, as stated earlier, a meeting was held on 1st March, 1965 between the officers of the Port Trust and the office bearers of the Union. At the meeting, it was agreed inter alia that the dispute regarding higher initial pay of the time keepers should be referred to adjudication by a joint application. A joint application was thereupon made and the matter was referred to the adjudication and was ultimately decided by Shri Vani.

58. The Port and Dock Workers' Union wrote letters Ex. E. 19 on 30th July, 1966 claiming higher initial pay for asst. goods clerks, Gr. III. The Port Trust sent reply Ex. E. 20 on 16th August, 1966, referring to the earlier letter of the Union dated 10th July, 1966 and the Port Trust's reply dated 23rd July, 1966. This reply further mentioned that a similar demand made by the B.P.T. Employees' Union in respect of time keepers had been referred to adjudication and it was suggested that the result of this adjudication might be awaited.

59. Shri Vani gave his award on 2nd April, 1969. A copy of this is produced at Ex. E. 29. The B.P.T. Employees' Union then wrote a letter Ex. E. 21 on 23rd April, 1969 requesting that the benefit of the award should be extended to other categories of the workmen including number takers, telephone clerks, asst. goods clerks etc., who were in the scale of Rs. 55-5-130. The B.P.T. General Workers' Union wrote letter Ex. E. 22 on 19th June, 1969 claiming higher initial pay for number takers, Clerks, Gr. II, Asst. Goods Clerks, Gr. III, etc. The B.P.T. Employees' Union sent a reminder Ex. E. 23 on 5th July, 1969. The B.P.T. General Workers' Union sent a reminder Ex. E. 24 on 16th July, 1969. The Transport and Dock Workers' Union sent a reminder Ex. E. 25 on 19th November, 1969. By Trustees' Resolution No. 1397 dated 9th December, 1969 benefit of Shri Vani's Award was given to clerks, Gr. II, compounders, telephone clerks, Gr. II, number takers and Asst. Goods Clerks, Gr. III, who were all in the scale of Rs. 55-5-130. No advantage was, however, given to the present categories who were in the scale of Rs. 55-5-90-EB-6-144 and ultimately the matter has been referred to me by an agreement between the parties.

60. It would appear from the above that there has been delay on the part of the workmen in claiming the benefit of a higher initial pay on the basis of the office memorandum of the Government and the Trustees' Resolutions referred to above. We have, however, to remember that several other categories of workmen have been given this advantage in spite of delay on their part. The time keepers who were parties to adjudication proceedings before Shri Vani and who were given the benefit of higher initial pay by Shri Vani's Award had made a claim for higher initial pay for the first time on 5th December, 1963. When the matter was heard by Shri Vani, the plea of delay or laches does

not appear to have raised by the Port Trust. Not only this, but after Shri Vani gave his award, its benefits were extended to clerks, Gr. II, Compounders, telephone clerks, Gr. II, number takers and Assistant Goods clerks, Gr. III, who were in the scale of Rs. 55-5-130. These categories had never claimed a higher initial pay till after Shri Vani gave his award. (As mentioned above, these categories claimed the benefit of higher initial pay for the first time by letters Ex. E. 21 and E. 22 on 23rd April, 1969 and 19th June, 1969 respectively.).

61. I have pointed out above that there are two scales of pay for telephone clerks, Gr. II, number takers and assistant goods clerks, Gr. III. The present categories (5), (6) and (7) are in the scale of Rs. 55-5-90-6-144 while there were other employees in these very categories in the scale of 55-5-130. This was because, as I mentioned above, the pay scales of old employees were protected while the new employees were put in the scale of Rs. 55-5-130. These new employees have been given the advantage of higher initial pay, though they claimed the advantage thereof only in 1969. The older employees are now before me and though they are in a superior scale, they were not given the advantage of higher initial pay. To deny this benefit to them though they had made a claim for it earlier would not be proper when others doing the same work and who are in an inferior scale have been given the benefit of higher initial pay though they had never claimed it before 1969. To do so would lead to industrial unrest. In my opinion, in view of the award of Shri Vani, before whom the point of delay and laches was not raised, it is too late for the Port Trust to now to raise this plea for present categories. I might repeat that the present categories were in a superior scale and deserves the benefit of higher initial pay and when others in inferior scale have got the advantage, even in spite of delay, it would not be proper to deny the benefit to them on the alleged ground of delay.

62. During arguments, Shri Shetty mentioned that there were some Tally clerks in the scale of Rs. 55-3-85-4-125-5-130 and their scale was revised to Rs. 60-3-81-4-125-5-130 as a result of the above Government orders. Some of them may have been later on promoted as clerks, Gr. II and must have been placed in the scale of Rs. 55-5-90-6-144. If their pay is revised to Rs. 60-5-90-6-144 and/or they are given an *ad hoc* increase of Rs. 5/- they would get the advantage of this increase twice over. There is force in this contention. Shri Tembe for the Unions conceded before me that if a tally clerk has already got advantage of an increase of Rs. 5/- he would not be entitled to claim an increase Rs. 5/- again, even if he is now a clerk, Gr. II.

63. The result is that in my opinion, categories (1), (5), (6) and (7) are entitled to higher initial pay as claimed by them. The other categories, however, are not entitled to it. My award, therefore, would be as under :—

AWARD

The Scale of Rs. 55-5-90-EB-6-144 of Clerks, Gr. II, of the Docks Department and of number takers, telephone clerks, Gr. II, and Assistant Goods Clerks, Gr. III, of the Railway Department should be revised with effect from 1st August, 1956 to Rs. 60-5-90-EB-6-144, and that all the employees who belonged to these categories as were in service on 31st July, 1956 should be granted an *ad hoc* pay increase of Rs. 5/- with effect from 1st August, 1956, except those who may have then reached the maximum. The pay so arrived at (by giving an *ad hoc* increase of Rs. 5/-) should be shown at the corresponding stage in the new scale of if there is no such stage at the next lower stage and the excess absorbed in the future increment in the revised scale.

Sorters, Gr. I and Inspector of Watchmen of Docks Department and Coupon Sellers and Nursery School Teacher of Labour Department are not entitled to claim revision of their scale Rs. 55-3-85, nor are Fitters of Docks Department and Bill Receivers of Estate Department entitled to claim revision of their scale of Rs. 55-3-85-4-93.

No order as to costs.

Dated: 14th November, 1972.

L. P. DAVE, Arbitrator.

15 G. of I—13.

New Delhi, the 25th November, 1972

S.O. 4994.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs M. Ramnarain Private Limited, 11, Government Place East, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the Thirty-first day of October, 1971.

[No. S-35017(52)/72-PF. II(i)]

का० आ० 4094—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम० रामनारायण प्राइवेट लिमिटेड 11, गवर्नमेंट प्लेस ईस्ट, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु-संख्या इन बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना, 1971 के अक्टूबर के इकत्तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35017(52)/72-पी० एफ० II(i)]

S.O. 4995.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st October, 1971, the establishment known as Messrs M. Ramnarain Private Limited, 11, Government Place East, Calcutta-1 for the purposes of the said proviso.

[No. S-35017(52)/72-PF. II(ii)]

का० आ० 4095—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 अक्टूबर, 1971 से मैसर्स एम० रामनारायण प्राइवेट लिमिटेड, 11, गवर्नमेंट प्लेस ईस्ट, कलकत्ता-1 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35017(52)/72-पी० एफ० 2(ii)]

S.O. 4096.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jayalakshmi Agro Chemicals, Guntur have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of June 1972.

[No. S-35019(120)/72-PF. II(i)]

का० आ० 4096—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जयलक्ष्मी एग्रो कैमिकल्स, गुंटूर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 के जून के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(120)/72-पी० एफ०-2(i)]

S.O. 4097.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st June, 1972 the establishment known as Messrs Jayalakshmi Agro Chemicals, Guntur for the purposes of the said proviso.

[No. S-35019(120)/72-PF. II(i)]

का० आ० 4097—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 जून, 1972 से मैसर्स जयलक्ष्मी एग्रो कैमिकल्स, गुंटूर नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019(120)/72-पी० एफ०-2(ii)]

S.O. 4098.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vinod Machinery Manufacturing Company Private Limited, B-14, Industrial Estate, Sanatnagar, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central

Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August 1972.

[No. S-35019(136)/72-PF. II(i)]

का० आ० 4098—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विनोद मशीनरी मैन्युफैक्चरिंग कम्पनी प्राइवेट लिमिटेड बी-14, इण्डस्ट्रियल एस्टेट, सनतनगर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 के अगस्त के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(136)/72-पी० एफ० II(i)]

S.O. 4099.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st August, 1972 the establishment known as Messrs Vinod Machinery Manufacturing Company Private Limited, B-14, Industrial Estate, Sanatnagar for the purposes of the said proviso.

[No. S-35019(136)/72-PF. II(ii)]

का० आ० 4099—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मैसर्स विनोद मशीनरी मैन्युफैक्चरिंग कम्पनी प्राइवेट लिमिटेड, बी-14, इण्डस्ट्रियल एस्टेट, सनतनगर नामक स्थापन को 1 अगस्त, 1972 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019(136) ए०एफ० II(ii)]

S.O. 4100.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Reinz Talbros Private Ltd., 19, Loni Industrial Area, Opp. Mohan Nagar, Ghaziabad, U.P. including its Registered Head Office at 21-A, Nizamuddin West, New Delhi have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1970.

[No. S. 35019(136)/72-PF. II(i)]

का० आ० 4100—यतः, केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रेंज टालब्रोस प्राइवेट लि०, 19, लोनी इण्डस्ट्रियल एरिया, मोहन नगर के सामने, गाजियाबाद, उ० प्र० जिसके अन्तर्गत इसका रजिस्ट्रीकृत मुख्य कार्यालय, 21-ए, निजामुद्दीन एरिया, नई दिल्ली भी है, नामक स्थापन से सम्बन्ध निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के उपबंध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अक्टूबर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(146)/72-पी० एफ०-2(i)]

S.O. 4101.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st October, 1970, the establishment known as Messrs Reinz Talbros Private Ltd., 19, Loni Industrial Area, Opp. Mohan Nagar, Ghaziabad, Uttar Pradesh including its registered Head Office at 21-A, Nizamuddin West, New Delhi for the purposes of the said proviso.

[No. S. 35019(146)/72-PF. II(ii)]

का० आ० 4101—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात्, एतद्वारा मैसर्स रेंज टालब्रोस प्राइवेट लि०, 19, लोनी इण्डस्ट्रियल एरिया, मोहन नगर के सामने, गाजियाबाद, उ० प्र०, जिसके अन्तर्गत इसका रजिस्ट्रीकृत मुख्य कार्यालय 21-ए, निजामुद्दीन एरिया, नई दिल्ली भी है, नामक स्थापन को 1 अक्टूबर, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस० 35019(146)/72-पी० एफ० 2(ii)]

S.O. 4102.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mahanumbhai Mathadi Kungar Sahukari Society Ltd. (Regd.) Shroff Bhuvan, 4th Floor, Room No. 41, P. L. Mello Road, Carnac Bander, Bombay-I, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act, to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1971.

[No. S. 35018(85)/72-PF. II]

का० आ० 4102—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स महानुम्भाई माथाडी कुमगार सहकारी सोसाइटी लिमिटेड (रजि०) श्रोफ भुवन, चौथी संजिद, कमरा नं० 41, पी. एल. मेलो रोड, कार्नाक बंदर, बम्बई-1, नामक स्थापन से सम्बन्ध निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के उपबंध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के दिसम्बर के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(85)/72-पी० एफ० 2]

The 29th November, 1972

S.O. 4103.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 367, dated the 17th December, 1971, the Central Government hereby appoints Shri T. Sadasivaya as Regional Provident Fund Commissioner for the whole of the State of Mysore, to assist the Central Provident Fund Commissioner in the discharge of his duties, vice Shri V. Prasad.

[No. A-12016(8)/72-PF. I(i)]

दिनांक, 29 नवम्बर, 1972

का० आ० 4103—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 5B की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और मानव संसाधन के अर्थ और पुनर्वास मंत्रालय (अर्थ और रोजगार विभाग) की अधिसूचना सं० का० आ० 367, तारीख 17 दिसम्बर, 1971 को अधिस्थापन करते हुए, केन्द्रीय सरकार, श्री टी० प्रसाद को त्याग पर श्री टी० सदाशिवय्या को केन्द्रीय अधिव्य निधि आयुक्त को उनके कर्तव्यों के निर्वाह में सहायता करने के लिए समस्त मैसूर राज्य के लिए क्षेत्रीय अधिव्य निधि आयुक्त के रूप में एतद्वारा नियुक्त करती है।

[सं० ए० 12016(8)/72-पी० एफ० 1(i)]

S.O. 4104.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 368, dated the 17th December, 1971, the Central Government hereby appoints Shri T. Sadasivaya to be an Inspector for the whole of the State of Mysore, for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of, the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. A-12016(8)/72-PF. I(ii)]

का० आ० 4104.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 368, तारीख 7 दिसम्बर, 1971 को अविश्रान्त करने हुए, केन्द्रीय सरकार, एतद्वारा, श्री टी० सदाशिवया को, उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में या किसी ऐसी स्थापन के संबंध में, जिसके एक से अधिक राज्य या नियंत्रित उद्योग या किसी ऐसे स्थापन के संबंध में, जिसके एक से अधिक राज्य में विभाग या शाखाएं हों, सम्पूर्ण मसूरा राज्य के लिए निरीक्षण नियुक्त करती है।
[नं० ए० 12016(8)/72-पी० एफ० 1(ii)]

S.O. 4105.—In exercise of the powers conferred by sub-section (2) of Section 5D of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government hereby makes the following amendment in the notification of the Government of India, Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 492 dated the 24th January, 1972 published in Part II Section 3, sub-section (ii) of the Gazette of India dated the 12th February, 1972, namely:—

In the said notification for the words "Union Territories of Tripura and Andaman and Nicobar Islands" the words "Union Territory of Andaman and Nicobar Islands" shall be substituted.

[No. 17(15)/69-PF. I(i)]

का० आ० 4105.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 5B की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), तारीख 12 फरवरी, 1972 में प्रकाशित भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 492, तारीख 24 जनवरी, 1972 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में "त्रिपुरा और अण्डमान और निकोबार द्वीपसमूह के संघ राज्यक्षेत्र" शब्दों के स्थान पर "अण्डमान और निकोबार द्वीपसमूह" शब्द रखे जाएंगे।

[सं० 17(15)/69-पी० एफ० 1(i)]

The 30th November, 1972

S.O. 4106.—In exercise of the powers conferred by sub-section (7) of section 7 of the Payment of Gratuity Act, 1972, the Central Government hereby specifies the Officers mentioned in column (2) of the schedule hereto, to the Appellate Authority for the area specified against them in column (3) of the said schedule.

SCHEDULE

Sl. No.	Officers	Area
(1)	(2)	(3)
1.	Regional Labour Commissioner (Central) New Delhi.	Whole of India.
2.	Regional Labour Commissioner (Central) Ajmer.	The States of Rajasthan and Gujarat.
3.	Regional Labour Commissioner (Central) Asansol.	Civil Districts of Burdwan, Bankura, Birbhum and Purulia in West Bengal.
4.	Regional Labour Commissioner (Central) Bhubaneswar.	The State of Orissa.

1	2	3
5.	Regional Labour Commissioner (Central) Bombay.	The State of Maharashtra and Union Territories of Goa, Daman and Diu, Dadra and Nagar Haveli.
6.	Regional Labour Commissioner (Central) Calcutta.	The States of West Bengal (excluding the Civil Districts of Burdwan, Bankura, Birbhum and Purulia) Assam, Meghalaya, Nagaland, Manipur and Tripura and Union Territories of Andaman and Nicobar Islands, Arunachal and Mizoram.
7.	Regional Labour Commissioner (Central), Dhanbad.	The State of Bihar.
8.	Regional Labour Commissioner (Central), Hyderabad.	The States of Andhra Pradesh and Mysore.
9.	Regional Labour Commissioner (Central), Jabalpur.	The State of Madhya Pradesh.
10.	Regional Labour Commissioner (Central), Kanpur.	The States of Uttar Pradesh, J & K, Punjab Himachal Pradesh, Haryana and the Union territories of Chandigarh and Delhi.
11.	Regional Labour Commissioner (Central), Madras.	The States of Tamil Nadu and Kerala and the Union territories of Pondicherry, Laccadive, Minicoy and Aminidivi Islands.

[No. S. 70025/9/72-PF. II (ii)]

दिनांक 30 नवम्बर 1972

का० आ० 4106.—उपदान संदाय अधिनियम, 1972 की धारा 7 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इससे संलग्न अनुसूची के स्तम्भ (2) में उल्लिखित अधिकारियों को, उक्त अनुसूची में उनके सामने स्तम्भ (3) में विनिर्दिष्ट क्षेत्र के लिए अपील अधिकारी विनिर्दिष्ट करती है।

अनुसूची

क्रम सं०	अधिकारी	क्षेत्र
(1)	(2)	(3)
1.	प्रादेशिक श्रम आयुक्त (के), नई दिल्ली	सम्पूर्ण भारत
2.	प्रादेशिक श्रम आयुक्त (के), अजमेर	राजस्थान और गुजरात राज्य
3.	प्रादेशिक श्रम आयुक्त (के), आसनसोल	पश्चिम बंगाल राज्य में बर्दवान, बांकुरा, बीरभूम और पुरुलिया सिविल जिले
4.	प्रादेशिक श्रम आयुक्त (के), भुवनेश्वर	उड़ीसा राज्य
5.	प्रादेशिक श्रम आयुक्त (के), बम्बई	महाराष्ट्र राज्य और गोआ, दमन और दीऊ, दादर और नागर हवेली संघ राज्य क्षेत्र

(1)	(2)	(3)	(1)	(2)	(3)
6. प्रादेशिक श्रम आयुक्त (के), कलकत्ता	पश्चिम बंगाल राज्य (बर्दवान, बांकुरा, बीरभूम और पुरुबिया नियंत्रित जिले छांदकुर), आसाम राज्य, मेघालय राज्य और नागालैण्ड, मणिपुर, मिज़ोरम तथा अरुणाचल और मिज़ो- राम संघ राज्यक्षेत्र।		4. Assistant Labour Com- missioner (Central), Kandla.		Civil districts of Banaskantha, Kutch, Rajkot, Amreli, Jani- nagar and Jamnagar in the State of Gujarat and the civil districts of Sirochi, Barmer and Jalore in the State of Rajasthan.
7. प्रादेशिक श्रम आयुक्त (के), धनबाद	बिहार राज्य		5. Assistant Labour Com- missioner (Central), Asansol-I.	}	Asansol Sub-Division of Bur- dwan District and civil dis- trict of Purulia in the State of West Bengal.
8. प्रादेशिक श्रम आयुक्त (के), हैदराबाद	आन्ध्र प्रदेश और मैसूर राज्य		6. Assistant Labour Com- missioner (Central), Asansol-II.		
9. प्रादेशिक श्रम आयुक्त (के), जबलपुर	मध्य प्रदेश राज्य		7. Assistant Labour Com- missioner (Central), Raniganj-I.	}	Civil district of Burdwan ex- cluding Asansol Sub-Division and civil districts of Bankura and Birbhum in the State of West Bengal.
10. प्रादेशिक श्रम आयुक्त (के), कानपुर	उत्तर प्रदेश, जम्मू और कश्मीर, पंजाब, हिमाचल प्रदेश, हरियाणा राज्य तथा चण्डीगढ़ और दिल्ली के संघ राज्य क्षेत्र		8. Assistant Labour Com- missioner (Central), Raniganj-II.		
11. प्रादेशिक श्रम आयुक्त (के), मद्रास	तमिलनाडु और केरल राज्य तथा पांडीचेरी, लक्काद्वीप, मिनीकोय और अर्मीनदीव द्वीप		9. Assistant Labour Com- missioner (Central), Bhu- baneshwar.		Civil district of Puri, Cuttack, Bhenkanal, Ganjam, Belasore Kerapur, Kalahandi, Balangir and Bugh-Khondmals in the State of Orissa.
			10. Assistant Labour Com- missioner (Central), Rour- kela.		Civil districts of Keonjhar, Mayurbhanj, Sambalpur and Sundergarh in the State of Orissa.
			11. Assistant Labour Com- missioner (Central), Bombay-I.	}	Civil districts of Greater Bom- bay, Thana, Dhulia, Nasik, Kolaba, Poona, Ahmednagar, Sholapur, Satara, Osmanaba- d, Sangli, Jalgaon, Aherga- bad, Parthani, Nanded, Bhir, Akola, Buldana and Rajur in the State of Maharashtra and the Union Territories of Dadra and Nagar Haveli.
			12. Assistant Labour Com- missioner (Central), Bombay-II.		
			13. Assistant Labour Com- missioner (Central), Nag- pur.		Civil districts of Nagpur, Chanda, Wardha, Amravati, Yeshwantpur and Bhandara in the State of Maharashtra.
			14. Assistant Labour Com- missioner (Central), Sam- bhaji.		Union territory of Goa, Daman and Diu and Civil districts of Ratnagiri and Kolhapur in the State of Maharashtra.
			15. Assistant Labour Com- missioner (Central), Calcutta-I.	}	Civil districts of Calcutta, How- rah, Hooghly, 24 Parganas, Midnapur, Murshidabad, Nadia, Malda, West Dinaj- pur, Jalpaiguri, Darjeeling and Coochbehar in the State of West Bengal and the Union territory of Andaman and Nicobar Islands.
			16. Assistant Labour Com- missioner (Central), Calcutta-II.		
			17. Assistant Labour Com- missioner (Central), Calcutta-III.		
			18. Assistant Labour Com- missioner (Central), Gau- hati.		All civil districts in the States of Assam, Nagaland, Megha- laya, Manipur and Tripura and Union Territories of Arunachal and Mizoram.
			19. Assistant Labour Com- missioner (Central), Dhanbad-I.	}	Civil district of Dhanbad in the State of Bihar.
			20. Assistant Labour Com- missioner (Central), Dhanbad-II.		
			21. Assistant Labour Com- missioner (Central), Dhanbad-III.		
			22. Assistant Labour Com- missioner (Central), Dhanbad-IV.		

दृष्टिगत मिह, श्रम मन्त्रि

[सं० एम० 70025(9)/72-प्रा०एम० II (ii)]

S.O. 4107.-In exercise of the powers conferred by section 3 of the Payment of Gratuity Act, 1972, the Central Government hereby appoints the Officers mentioned in column (2) of the schedule below to be the Controlling Authority for the areas specified respectively against them in the corresponding entries in column (3) of the said schedule and in relation to all establishments for which the Central Government is the appropriate Government under Section 2 of the said Act.

THE SCHEDULE

S. No.	Officers	Area
(1)	(2)	(3)
1. Assistant Labour Com- missioner (Central), Ajmer.		Civil districts of Ajmer, Jaipur, Bhilwara, Sikar, Jhunjuna, Churu, Ganganagar, Bikaner, Nagpur, Jodhpur, Jaisalmer, Alwar and Pali in the State of Rajasthan.
2. Assistant Labour Com- missioner (Central), Kota.		Civil districts of Kota, Bundi, Sawaimadhopur, Tonk, Bha- ratpur, Jhalwar, Chittorgarh, Udaipur, Dungarpur and Banswara in the State of Rajasthan.
3. Assistant Labour Com- missioner (Central), Ahmedabad.		Civil districts of Ahmedabad, Gandhinagar, Kaira, Baroda, Broach, Surat, Dangs, Meh- sana, Sabarkantha, Panch- mahals, Surendra Nagar, Bhavnagar, Bulsar in the State of Gujarat.

(1)	(2)	(3)
23. Assistant Labour Commissioner (Central), Hazaribagh.	Civil districts of Hazaribagh, Palamu and Ranchi in the State of Bihar.	
24. Assistant Labour Commissioner (Central), Patna.	Civil districts of Patna, Shahabad, Gaya, Kaimur, Muzaffarpur, Darbhanga, Motihari, Saharsa, Saran, Mounghyr, Purnea, Bhagalpur and Santhal Parganas in the State of Bihar.	
25. Assistant Labour Commissioner (Central), Cimbasa.	Civil district of Singhbhum in the State of Bihar.	
26. Assistant Labour Commissioner (Central), Hyderabad-I.	Civil districts of Gulbarga and Bidar in the State of Mysore and the Civil districts of Hyderabad, Nizamabad, Nalgonda, Mahbubnagar, Medak, Karimnagar, Adilabad, Warangal and Kurnool in the State of Andhra Pradesh.	
27. Assistant Labour Commissioner (Central), Hyderabad-II.		
28. Assistant Labour Commissioner (Central), Vijaywada.	Civil districts of Krishna, West Godavari, Guntur, Ongole, Nellore and Khammam in the State of Andhra Pradesh.	
29. Assistant Labour Commissioner (Central), Visakhapatnam.	Civil districts of Visakhapatnam, Srikakulam and East Godavari in the State of Andhra Pradesh.	
30. Assistant Labour Commissioner (Central), Bangalore.	Civil districts of Bangalore, Mysore, Mandya, Tumkur, Coorg, Hassan, Shimoga, South Kanara, Chikmagalur and Chickmangalur in the State of Mysore and Chittoor District in the State of Andhra Pradesh.	
31. Assistant Labour Commissioner (Central), Bellary.	Civil districts of Bellary, North Kanara, Raichur, Bijapur, Dharwad and Belgaum in the State of Mysore and Anantapur and Cuddapah in the State of Andhra Pradesh.	
32. Assistant Labour Commissioner (Central), Jabalpur.	Civil districts of Jabalpur, Damoh, Saugor, Chhatrapur, Tikamgarh, Satna, Panna and Narsimhapur in the State of Madhya Pradesh.	
33. Assistant Labour Commissioner (Central), Raipur.	Civil districts of Bilaspur, Raipur, Durg, Bastar, and Rajnagar in the State of Madhya Pradesh.	
34. Assistant Labour Commissioner (Central), Chhindwara.	Civil districts of Chhindwara, Betul, Seoni, Balaghat and Mandla in the State of Madhya Pradesh.	
35. Assistant Labour Commissioner (Central), Shahdol.	Civil districts of Shahdol, Surguja, Sidhi, and Rewa in the State of Madhya Pradesh.	
36. Assistant Labour Commissioner (Central), Bhopal.	Civil districts of Sehore, Roshan, Mandla, Jabalpur, Ujjain, Panna, Raisen, Shajapur, Datia, Vindhya, Guna, Balaghat, Nagpur, East Amravati, West Amravati, Hoshangabad, Bhind, Morena, Gwalior, Indore, and Dewas in the State of Madhya Pradesh.	

(1)	(2)	(3)
37. Assistant Labour Commissioner (Central), Kanpur.	Civil districts of Kanpur, Lucknow, Etawah, Mainpuri, Jhansi, Hamirpur, Banda, Jalaun, Gorakhpur, Gonda, Beoria, Lharaich, Azamgarh, Ballia, Basti, Ghazipur, Banki, Raebareli, Unnao, Sitapur, Hardoi, Pratapgarh, Allahabad, Mirzapur, Varanasi, Jaunpur, Faizabad, Sultanpur, Fatehpur and Farukhabad in the State of Uttar Pradesh.	
38. Assistant Labour Commissioner (Central), Delhi.	Civil districts of Agra, Mathura, Aligarh, Meerut, Muzaffarnagar, Bulandshahar, and Saharanpur in the State of Uttar Pradesh and civil districts of Rohtak, Gurgaon and Mahendergarh in the State of Haryana and Union Territory of Delhi.	
39. Assistant Labour Commissioner (Central), Chandigarh.	All civil districts in the States of Punjab, Jammu and Kashmir and Himachal Pradesh and all civil districts excepting civil districts of Rohtak, Gurgaon and Mahendergarh in the State of Haryana and the Union territory of Chandigarh.	
40. Assistant Labour Commissioner (Central), Barelly.	Civil districts of Barelly, Nainital, Almora, Dehradun, Etilanor, Uttar Kashi, Tehri Garhwal, Garhwal Chamoli, Pithoragarh, Badaun, Etah, Kheri, Moradabad, Pilibhit, Rampur and Shahjahanpur in the State of Uttar Pradesh.	
41. Assistant Labour Commissioner (Central), Madras-I.	All civil districts in the State of Tamil Nadu and Union territory of Pondicherry.	
42. Assistant Labour Commissioner (Central), Madras-II.		
43. Assistant Labour Commissioner (Central), Ernakulam.	All civil districts in the State of Kerala and the Union Territories of Laccadive, Minicoy and Aminidivi Islands.	

[No. S. 70025/9/72-P. F. II(i)]
DALJIT SINGH, Under Secretary

कां० ४१६७.—उपदान संदाय अधिनियम, १९७२ की धारा ३ द्वारा प्रदत्त अधिनियम प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा निम्नलिखित अनुसूची के स्तम्भ (२) में उल्लिखित अधिकारियों को, उक्त अनुसूची के स्तम्भ (३) में उल्लिखित नस्लानी प्रक्रियाओं में कर्तव्य विनिर्दिष्ट क्षेत्र के लिए तथा ऐसे नस्लानी प्रक्रियाओं के सम्बन्ध में जिनके लिए उक्त अधिनियम की धारा २ के अन्तर्गत केन्द्रीय सरकार समुचित सरकार है, निम्नलिखित प्राधिकारों के क्षेत्र में नियुक्त करती है।

अनुसूची

क्रम सं०	अधिकारी	क्षेत्र
(1)	(2)	(3)
१. सहायक अन्न प्रमुख (केन्द्रीय) अधीक्षक	राजस्थान राज्य में प्रजमेर, जयपुर, जोधपुर, गिहार, मुम्बई, बुरु, बनारस, बीकानेर, नागर, जोधपुर, जैसलमेर, अजमेर और पाली के सिविल जिले।	

(1)	(2)	(3)	(1)	(2)	(3)
2. सहायक श्रम आयुक्त (केन्द्रीय) कोटा	राजस्थान राज्य में जोधपुर, बीबी, सबरमाला, बीबी, अजमेरपुर, झालावार, चित्तौड़गढ़, उदयपुर, कुंवारपुर तथा बंसवारा के सिविल जिले।		18. सहायक श्रम आयुक्त (केन्द्रीय), रोहटकी	आन्ध्र प्रदेश राज्य में रायचूर, मणिपुर, श्रीमन्तिपुरा राज्यों के सप्त सिविल जिले तथा अन्धप्रदेश और मिजोरम राज्यों के सिविल जिले।	
3. सहायक श्रम आयुक्त (केन्द्रीय), अहमदाबाद	गुजरात राज्य में अहमदाबाद, पण्डितनगर, कैला, बड़ौदा, बड़ौचा, पुरत, डेवस्त, मेहतावा, सगरकाया, पंचस-हलम, सुरेन्द्र नगर, भावनगर, सुन-सार के सिविल जिले।		19. सहायक श्रम आयुक्त (केन्द्रीय), धनबाद-I	झारखण्ड राज्य में धनबाद के सिविल जिले।	
4. सहायक श्रम आयुक्त (केन्द्रीय), कांठला	गुजरात राज्य में बंधकावा, कच्छ, राजकोट, अमरेली, जागनगर तथा जूनागढ़ के सिविल जिले और राजस्थान राज्य में मिरौली, दार-मेर और जैलोर के सिविल जिले।		20. सहायक श्रम आयुक्त (केन्द्रीय), धनबाद-II		
5. सहायक श्रम आयुक्त (केन्द्रीय), आसनसोल-I	पश्चिम बंगाल राज्य में नरदवान जिले के आसनसोल उप-खण्ड तथा पुरुलिया के सिविल जिले।		21. सहायक श्रम आयुक्त (केन्द्रीय), धनबाद-III		
6. सहायक श्रम आयुक्त (केन्द्रीय), आसनसोल-II			22. सहायक श्रम आयुक्त (केन्द्रीय), धनबाद-IV		
7. सहायक श्रम आयुक्त (केन्द्रीय), रानीगंज-I	पश्चिम बंगाल राज्य में आसनसोल उप-खण्ड को छोड़कर बर्दवान के सिविल जिले तथा बंकुरा और धीरगंज के सिविल जिले।		23. सहायक श्रम आयुक्त (केन्द्रीय), हुजारीबाद	बिहार राज्य में हुजारी बाग, पनाम और रांची के सिविल जिले।	
8. सहायक श्रम आयुक्त (केन्द्रीय), रानीगंज-II			24. सहायक श्रम आयुक्त (केन्द्रीय), पटना	बिहार राज्य में पटना, शाहनाद, बंगा, कटिहार, मुजफ्फरपुर, दर-भंगा, मोतीहरी, सहरसा, सारन, सुपौल, पुरनिया, भागलपुर और संथल, परगना के सिविल जिले।	
9. सहायक श्रम आयुक्त (केन्द्रीय), भुवनेश्वर	उड़ीसा राज्य में पुरी, कटक, धनकुटा, गंजम, बैलगोर, कोरापुट, काना-हण्डी, बोन्गोर तथा बोन्गोर-बोन्गोर-मलम के सिविल जिले।		25. सहायक श्रम आयुक्त (केन्द्रीय), दैयबागा	झारखण्ड राज्य में सिधभूम के सिविल जिले।	
10. सहायक श्रम आयुक्त (केन्द्रीय), राऊरकेला	उड़ीसा राज्य में केराला, पुरभंज, संभवलपुर तथा मुन्दरगढ़ के सिविल जिले।		26. सहायक श्रम आयुक्त (केन्द्रीय), हैदराबाद-I	मैसूर राज्य में गुलबर्गा और बीदार के सिविल जिले और आन्ध्र प्रदेश राज्य में हैदराबाद, निजामाबाद, नालगोंडा, महबूबनगर, भेडक, करीम नगर, आदिलाबाद, बारांनल और करनूल के सिविल जिले।	
11. सहायक श्रम आयुक्त (केन्द्रीय), मुम्बई-I	महाराष्ट्र राज्य में ग्रेटर बोम्बे, थाना, धुनिया, नामिक, कोलाबा, पुना, अहमदनगर, सोलापुर, सतारा, ओसमानाबाद, सांगली, जलगांव, औरंगाबाद, परधानी, नानेद, भीर, छकोला, बुलडाणा और राजूर के सिविल जिले तथा दादरा और नागर हवेली संघ राज्यक्षेत्र।		27. सहायक श्रम आयुक्त (केन्द्रीय), हैदराबाद-II		
12. सहायक श्रम आयुक्त (केन्द्रीय), मुम्बई-II			28. सहायक श्रम आयुक्त (केन्द्रीय), विजयवाड़ा	आन्ध्र प्रदेश राज्य में कृष्णा, पश्चिम गोदावरी, गुरु, श्रीगोले, निलीर और खामम के सिविल जिले।	
13. सहायक श्रम आयुक्त (केन्द्रीय), नागपुर	महाराष्ट्र राज्य में नागपुर, चंदा, वर्धा, अमरावती, सोलापुर तथा भंडारा के सिविल जिले।		29. सहायक श्रम आयुक्त (केन्द्रीय), धनगौर	मैसूर राज्य में बंगलौर, कोलार, मैसूर, मांडिया, तुमकुर, कूर्ग, हमन, शिमोगा, दक्षिणी कनारा, चिचमुर्गा और चिकमागलुर के सिविल जिले और आन्ध्र प्रदेश राज्य में चित्तूर जिला।	
14. सहायक श्रम आयुक्त (केन्द्रीय), सम्भाजी	महाराष्ट्र राज्य में रानापिरी और सोलापुर के सिविल जिले तथा गोया, दमन और निक संघ राज्यक्षेत्र।		30. सहायक श्रम आयुक्त (केन्द्रीय), वेनेरी	मैसूर राज्य में वेनेरी, उत्तरी कनारा, रायचूर, तीजापुर, धरवार और वेनगांव के सिविल जिले तथा आन्ध्र प्रदेश राज्य में अनंतपुर और कुत्तुप।	
15. सहायक श्रम आयुक्त (केन्द्रीय), कलकत्ता-I	पश्चिम बंगाल राज्य में पार्कता, हावड़ा, हुगली, 24 परगना, निंदान-पुर, मुर्शिदाबाद, नादिया, साल्दा, पश्चिम बंगाल, जलपाइगढ़, दार्जिलिंग, तथा कूचबिहार के सिविल जिले और अंडमान और निकोबार द्वीप संघ राज्यक्षेत्र।		31. सहायक श्रम आयुक्त (केन्द्रीय), जयपुर	मध्य प्रदेश राज्य में जबलपुर, दमोह, मौर, अतरपुर, टीकमगढ़, सतना पन्ना और नरसिंहपुर के सिविल जिले।	
16. सहायक श्रम आयुक्त (केन्द्रीय), कलकत्ता-II					
17. सहायक श्रम आयुक्त (केन्द्रीय), कलकत्ता-III					

(1)	(2)	(3)	(1)	(2)	(3)
33. सहायक श्रम आयुक्त (केन्द्रीय), रायपुर		मध्य प्रदेश राज्य में बिलासपुर, रायपुर, दुर्ग, रायचूर और रायगढ़ के सिविल जिले।	38. सहायक श्रम आयुक्त (केन्द्रीय), दिल्ली		उत्तर प्रदेश राज्य में आगरा, मथुरा, अलीगढ़, मेरठ, मुजफ्फरनगर, बुलन्दशहर, और सहारनपुर के सिविल जिले तथा हरियाणा राज्य में रोहतक, गुड़गांव और महिंदर- गढ़ के सिविल जिले और दिल्ली संघ राज्य क्षेत्र।
34. सहायक श्रम आयुक्त (केन्द्रीय), छिन्नसङ्गा		मध्य प्रदेश राज्य में छिन्नसङ्गा, बेतुल, मिर्जापुर, दासगढ़ और सांडला के सिविल जिले।	39. सहायक श्रम आयुक्त (केन्द्रीय), चंदीगढ़		पंजाब, जम्मू और कश्मीर तथा हिमाचल प्रदेश राज्यों के सभी सिविल जिले और हरियाणा राज्य में रोहतक, गुड़गांव और महिंदरगढ़ सिविल जिलों के अलावा सभी सिविल जिले तथा चंदीगढ़ संघ राज्य क्षेत्र।
35. सहायक श्रम आयुक्त (केन्द्रीय), शाहदोल		मध्य प्रदेश राज्य में झांझार, रायचूर, सिधौ और रेवा के सिविल जिले।	40. सहायक श्रम आयुक्त (केन्द्रीय), बरेली		उत्तर प्रदेश राज्य में बरेली, नैनीताल, अलमोड़ा, देहरादून, बिजनौर, उत्तर काशी, देहरी गढ़वाल, गढ़वाल, चमोली, पिथौरागढ़, बदायूं, इटा, खैरो, मुरादाबाद, पीलीभीत, रामपुर और शाहजहांपुर के सिविल जिले।
36. सहायक श्रम आयुक्त (केन्द्रीय), भोपाल।		मध्य प्रदेश राज्य में भोपाल, रतलाम, भांडसौर, झुझा, उज्जैन, धर, रैमन, शिवपुरी, दतिया, विशना, गुना, साजपुर, राजगढ़, पूर्वी निमार, पश्चिमी निमार, होशंगाबाद, भिंड, मोरेना खालियर, इंदौर और दीवास के सिविल जिले।	41. सहायक श्रम आयुक्त (केन्द्रीय), मद्रास-I		} तमिलनाडु राज्य के सभी सिविल जिले तथा पांडेचरी संघ राज्य क्षेत्र।
37. सहायक श्रम आयुक्त (केन्द्रीय), कानपुर		उत्तर प्रदेश राज्य में कानपुर, लखनऊ, इटावा, मैथपुरी, झांसी, हमीरपुर, बांदा, जलौन, गोरखपुर, गांदा, विन्धोहरिया, बेहलान, आजमगढ़, बनिया, बस्ती, गाजीपुर, बाराबंकी, रायबरेली, उन्नाव, सीतापुर, हरदोई, प्रतापगढ़, इलाहाबाद, मिर्जापुर, बाराणसी, जौनपुर, फैजाबाद, मुल्तानपुर, फतेहपुर, और फर्रुखाबाद के सिविल जिले।	42. सहायक श्रम आयुक्त (केन्द्रीय), मद्रास-II		
			43. सहायक श्रम आयुक्त (केन्द्रीय), एनकुलम		केरल राज्य के सभी सिविल जिले तथा लकड़ादीव, मिन्निकोय और अमिनदीवी द्वीप संघ राज्य क्षेत्र।

दलजीतसिंह, अवर सचिव

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